AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 14, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Bobby Brown, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   September 9 and 16, 2025

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Ebony Tabb for a waiver of the Noise Ordinance at Frye Park on October 25, 2025, from 3:00 p.m. - 9:00 p.m. (District 3).

Request of Brieyanna Cotten for a waiver of the Noise Ordinance at 3370 Sheringham Drive on October 18, 2025, from 12:00 p.m. - 10:00 p.m. (District 5/new District 3).

Request of Melissa Martinez for a waiver of the Noise Ordinance at 7741 Creekwood Drive on October 31, 2025, from 8:00 p.m. - 2:00 a.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 4350 Moffet Road (District 1).

Public hearing to consider rezoning property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 1057 & 107 Item Avenue from R-1 and B-2 to B-2 (District 1).

Public hearing to consider an amendment to the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2 (District 2).

Public hearing to revoke the business license at 1608 St. Stephens Road.

Public hearing to declare the structure at 610 Petit Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 507 Booker Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 962 Government Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1551 Kellogg Street a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mobile Youth Council - provide updates about new members and the upcoming Youth Summit.

Danny Corte - present annual results of the Mobile Sports Authority to the Council.

Maxine Walters - provide information about "Reaching the Bar" program at Williamson and Blount High Schools.

Rodney Toomer - offer an agenda to help with the youth violence problem.

Nina Dortch - workforce development and community initiatives.

Reggie Hill - budget amendment (housing repairs, performance contracts, & discretionary funds), vehicular fleet inventory list, municipal enforcement ordinance (modernized approach & new code designations), fiscal distribution ordinance (accountability for disbursement of funds), departmental oversight ordinance (refined structure for internal/external investigations), legal representation ordinance (re: 3rd party retainers), and best practices for investigatory powers.

12. ORDINANCES HELD OVER

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

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

13. CONSENT RESOLUTIONS HELD OVER

40-1044 Declare the structure at 265 Cuba Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. ORDINANCES BEING INTRODUCED

64-049 Consider the proposed modification of a previously approved Planned Unit Development for property located at 4350 Moffet Road (sponsored by Councilmember Penn).

64-050 Consider rezoning property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 1057 & 107 Item Avenue from R-1 and B-2 to B-2 (sponsored by Councilmember Penn).

64-051 Consider an amendment to the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2 (sponsored by Councilmember Carroll).

88-052 Ordinance deeming certain property not now needed for public or municipal purposes and authorizing the sale thereof; 165 S. Dearborn Street (sponsored by Mayor Stimpson) (submitted by James Roberts, CHD Dept.).

88-053 Ordinance donating certain property to the City's Affordable Housing Program and authorizing option to lease thereof; eastern portion of 1050 Baltimore Street (sponsored by Mayor Stimpson) (submitted by James Roberts, CHD Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-1268 Re-appoint Lewis Golden to the Board of Adjustment (sponsored by Councilmember Reynolds).

03-1269 Appoint Crystal Taylor to the History Museum of Mobile Board (sponsored by Councilmember Reynolds).

09-1270 Transfer funds from District 2 Discretionary Account to Parks & Rec., James Seals Center to assist with the upcoming Harvest Giveaway (sponsored by

Councilmember Carroll) (submitted by Scott Collins, Finance Director).

37-1271 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II License to QuickPick Package Store; 2311 St. Stephens Rd. (sponsored by Councilmember Penn).

40-1272 Declare the structure at 610 Petit Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1273 Declare the structure at 507 Booker Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1274 Declare the structure at 962 Government Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1275 Declare the structure at 1551 Kellogg Street a public nuisance and order it demolished (sponsored by Councilmember Small).

58-1276 Authorize removal of weeds, Group 1668.

58-1277 Assess costs for removal of weeds, Weed Lien Group 1666.

60-1278 Approve award of special bonus to the Real Estate Asset Management Employee of the Month; Meek (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

60-1279 Approve award of special bonus to the Officer of the Month; Chiang (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-1280 Determine an appropriation to Marching Cougars Band serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1281 Determine an appropriation to Marching Cougars Band serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1282 Determine an appropriation to Maynard 4 Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1283 Determine an appropriation to Old Shell Road Magnet School PTO serves a

public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1284 Determine an appropriation to The Grind's Young Entreprenuer Academy serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1285 Determine an appropriation to the Alabama Pecan Festival serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1286 Determine an appropriation to The Child Advocacy Center serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1287 Determine an appropriation to Theodore High School serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1288 Determine an appropriation to Ridgefield Property Owners Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1289 Determine an appropriation to Windmill Place Homeowners Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1290 Determine an appropriation to Dedicated Dentist, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1291 Determine an appropriation to Hands Up Charity serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1292 Determine an appropriation to Hillsdale Booster Club serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1293 Determine an appropriation to Mobile Municipal 50 Boys Raiderz serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1294 Determine an appropriation to Mobile Bay Area Veterans Commission serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1295 Determine an appropriation to the National Maritime Museum of the Gulf of Mexico, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.)

60-1296 Determine an appropriation to the Mobile Council Navy League serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

03-1350 Re-appoint Adam Metcalfe to the Board of Adjustment (sponsored by Councilmember Gregory).

17. CIP RESOLUTIONS BEING INTRODUCED

21-1297 Authorize contract with Gaines Utility Construction Company, LLC for sidewalks along Dauphin Island Parkway; $197,588.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-1298 Authorize contract with JPayne Organizations, LLC for CIP Hillsdale Senior Center renovations; $366,782.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1299 Authorize contract with Neel-Schaffer, Inc. for construction, engineering, and inspection services for Dauphin Island Parkway sidewalks; $38,006.10 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-1300 Approve purchase order to Alamo Group Texas, LLC for mowers for Public Services Dept.; $24,214.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1301 Approve purchase order to Altec Industries, Inc. for aerial truck for Urban Forestry; $187,157.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1302 Approve purchase order to ATFM, Inc. for network cameras for Public Safety Dept.; $36,098.96 (sponsored by Mayor Stimpson) (submitted by John Paine,

Purchasing Dept.).

08-1303 Approve purchase order to Capital Tractor, Inc. for utility vehicle for Traffic Eng. Dept.; $23,614.73 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1304 Approve purchase order to Cat Head Media, Inc. for media research and editing services for Buffett exhibit at National Maritime Museum; $40,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1305 Approve purchase order to Chevrolet of Watsonville National Auto Fleet Group for Peterbilt Truck and dump body for Urban Forestry; $322,920.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1306 Approve purchase order to Custom Concepts Carts, LLC for 2 long-bed golf carts for Parks Dept.; $28,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1307 Approve purchase order to Custom Concepts Carts, LLC for golf cart for Parks Dept.; $15,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1308 Approve purchase order to Dana Safety Supply, Inc. for emergency lighting and unfitting for Chevrolet Tahoe and pickup truck for Animal Services; $41,965.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1309 Approve purchase order to Detectachem, Inc. for 2 spectrometers for MPD; $59,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1310 Approve purchase order to Empire Truck Sales, LLC for 4 dump trucks for Public Services Dept.; $796,740.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1311 Approve purchase order to Empire Truck Sales, LLC for crew-cab truck with dump body for Public Services Dept.; $127,893.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1312 Approve purchase order to Empire Truck Sales, LLC for truck with forestry chip-body for Urban Forestry Dept.; $135,110.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purhcasing Dept.).

08-1313 Approve purchase order to Imagetrend, Inc. for annual renewal of patient software management for MFRD; $25,886.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1314 Approve purchase order to Limbaugh Motors, Inc. for 6 Toyota Camry sedans for Motor Pool; $175,635.06 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1315 Approve purchase order to Meltwater News US, Inc. for annual subscription for broadcast & online news, and social media monitoring services for Communications Dept.; $20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1316 Approve purchase order to MHC Truck Leasing, LLC for 6 trash shuttle trucks for Sanitation Dept.; $648,450.24 (sponssored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1317 Approve purchase order to Nitsom Promotional Manufacturing Corp. for assorted promotional items for Events Dept.; $23,860.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1318 Approve purchase order to Nomic Networks, Inc. for annual renewal of network threat detection services for MIT; $17,685.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1319 Approve purchase order to Parish Tractor Company, LLC for towable drum style wood-chipper for Urban Forestry Dept.; $50,197.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1320 Approve purchase order to Parish Tractor Company, LLC for self-propelled stump grinder for Urban Forestry Dept.; $75,561.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1321 Approve purchase orders to Port City Trailers, Inc. for 7 trailers for various City departments; $48,163.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1322 Approve purchase order to Port City Trailers, Inc. for 3 trailers for Public Services Dept.; $108,401.10 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1323 Approve purchase order to Sansom Equipment Co., Inc. for 4 knuckle boom

trash loaders for Sanitation Dept.; $939,476.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1324 Approve purchase order to Sansom Equipment Co., Inc. for 7 trash dump trailers for Sanitation Dept.; $355,257.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1325 Approve purchase order to Sansom Equipment Company, Inc. for 5,000 gallon water truck for Public Services Dept.; $375,780.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1326 Approve purchase order to Software Company for annual renewal of intelligence management software for Gulf Coast Technology Center; $74,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1327 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford crew-cab chassis for Parks Dept.; $58,175.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1328 Approve purchase order to Sunsouth, LLC for 2 John Deere utility tractors for Public Services Dept.; $503,347.44 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1329 Approve purchase order to Sunsouth, LLC for 2 John Deere tractors for Public Services Dept.; $144,900.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1330 Approve purchase order to Sunsouth, LLC for 2 John Deere compact excavators for Public Services Dept.; $206,756.34 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1331 Approve purchase order to Truck Equipment Sales, Inc. for 2 telescopic bucket trucks for Electrical Dept.; $381,666.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1332 Approve purchase order to Truck Equipment Sales, Inc. for crew-cab winch and service truck for Urban Forestry Dept.; $146,049.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1333 Approve purchase order to Truck Equipment Sales, Inc. to provide and install dump body on Ford chassis for Traffic Eng. Dept.; $15,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1334 Approve purchase order to Truck Equipment Sales, Inc. for customized landscape body on Ford chassis; $25,766.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1335 Approve purchase order to Vector Solutions, Inc. for annual renewal of personnel training, qualification, evaluation, and equipment inspection software for MFRD; $76,699.62 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1336 Approve allocation for the City of Mobile Housing Improvement Plan Enterprise Fund; $1,500,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, CHD Dept.).

09-1337 Transfer Capital Reserve funds and close out inactive Capital account (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

09-1338 Transfer funds from Capital Project C0116 to Capital Project DIP Community Center Project; $2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

21-1339 Authorize Contract with Benjamin Victor Studios, Inc. to design, model, cast finish, deliver and oversee installation of a scuplture of Jimmy Buffett for the National Maritime Museum; NTE $220,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1340 Authorize Contract with Bill Smith Electric, Inc. for emergency generator for MFRD; $200,400.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1341 Authorize Contract with CELLCO Partnership, d/b/a Verizon Wireless, for wireless telephone service and equipment; NTE $300,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Dept.).

21-1342 Authorize Contract with C. Thornton, Inc. for miscellaneous drainage repairs; Districts 1-7; $1,149,691.50 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Eng. Dept.).

21-1343 Authorize Contract with The Friends of Magnolia Cemetery for maintenance and operation of the Cemetery; $20,616.67 per month (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1344 Authorize Contract with Volkert, Inc. for construction, engineering, and inspection services for the Dr. Martin Luther King Jr. Ave Complete Streets project; $1,481,507.84 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

25-1345 Accept Temporary Construction Easements for drainage repairs for Toulmins Spring Branch (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Eng. Dept., and Carleen Stout-Clark, REAM Dept.).

37-1346 Revoke the business license at 1608 St. Stephens Road (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1347 Authorize Settlement Agreement and Release of Claims; T. Hudson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1348 Authorize Settlement Agreement and Release of Claims; K. Robinson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. CALL FOR PUBLIC HEARINGS

41-1349 Call for public hearing to consider vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision (scheduled for November 18, 2025) (District 3).

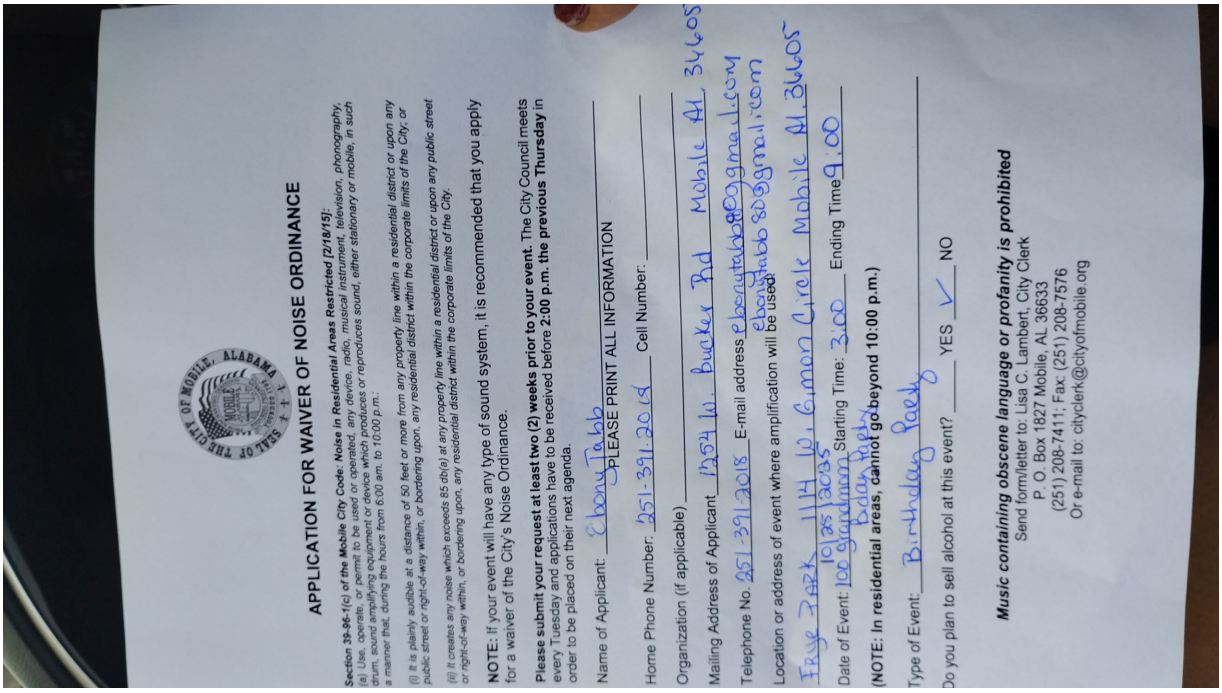
20. ANNOUNCEMENTS

From: City Clerk
To: Gauthier, Lana
Subject: Fw: Noise ordinance
Date: Friday, September 26, 2025 10:26:36 AM
Attachments: gmail_images20250926_102047.png

From: Jill <ebonytabb80@gmail.com>
Sent: Friday, September 26, 2025 10:24 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: Noise ordinance

> You don't often get email from ebonytabb80@gmail.com. Learn why this is important

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



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(e) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Ebony Tabb PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.391.2018 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 1959 W. Bucker Rd Mobile AL 36605

Telephone No. 251.391.2018 E-mail address ebonytabb80@gmail.com

Location or address of event where amplification will be used ebonytabb80@gmail.com

Frye Park 1114 W. Eamon Circle Mobile AL 36605

Date of Event: 10/25/2025 Starting Time: 3:00 Ending Time 9:00

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

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Brieyanna Cotten
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-656-8957

Organization (if applicable) N/A

Mailing Address of Applicant 3370 Sherringham Dr. Mobile AL 36609

Telephone No. 251-656-8957 E-mail address brieyanna.cotten@gmail.com

Location or address of event where amplification will be used:

3370 Sherringham Dr. Mobile AL 36609

Date of Event: 10/18/25 Starting Time: 12:00PM Ending Time 10:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday BBQ

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Melissa Martinez

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-455-2453 Cell Number: 251-455-2662

Organization (if applicable) _____

Mailing Address of Applicant 7741 Creekwood Drive

Telephone No. 251-455-2453 E-mail address Mellynjoe2020@gmail.com

Location or address of event where amplification will be used:
7741 Creekwood Drive

Date of Event: 10/31/2025 Starting Time: 8:00 Ending Time 2:00

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

Type of Event: Halloween Party

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

Music containing obscene language or profanity is prohibited

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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 4350 Moffet Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 4350 Moffet Road to allow multiple buildings on a single building site.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on May 15, 2025, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at 4350 Moffett Road, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 16, 2025, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;

2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4350 Moffet Road.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **May 15, 2025**. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site. If approved, the Major Modification will **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**, subject to the following proposed conditions: 1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request; 2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information; 3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information; 4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision; 5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location; 6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles; 7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths; 8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC; 9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature); 10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC; 11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area; 12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC; 13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting

Department; 15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council; 16. Compliance with all Engineering comments noted in this staff report; 17. Compliance with all Traffic Engineering comments noted in this staff report; 18. Compliance with all Urban Forestry comments noted in this staff report; 19. Compliance with all Fire Department comments noted in this staff report; 20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 21. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **May 15, 2025**, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at **4350 Moffett Road,** described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 16, 2025**, to **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;

6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

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

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

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
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9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must

be installed by a licensed and bonded contractor and permitted through the Permitting Department;

15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Chris Pfeiffer
24/7 Development Partners of Alabama, LLC
4350 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**,** for the property located at **4350 Moffet Road.**

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

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

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;

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

The advertising fee for this application is based on the current legal description is **$962.16.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

Outlook

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>
Date Wed 8/13/2025 12:55 PM
To Anderson, Logan <dlogananderson@cityofmobile.org>

You don't often get email from shirley_short@bellsouth.net. Learn why this is important

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

I will refer you to my email of May 9, 2025 in which I gave my reasonable objections to the proposed subdivision at 4350 Moffett Road, Mobile, Alabama 36618, My objections will be the same ones that I previously pointed out in my email of that date. Please note them to all responsible. We register our opinion for no changes please.

Shirley Robert Short Brown
4364 Moffett Road
Mobile, Alabama 36618
251-348-4677
On Monday, May 12, 2025 at 01:21:19 PM CDT, shirley short <shirley_short@bellsouth.net> wrote:

I will be out of town or I would certainly be interested in attending the meeting. Thank you for your response.

On Monday, May 12, 2025 at 11:27:55 AM CDT, Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

Thank you for your comments. They will be provided to the Planning Commission prior to the meeting on **Thursday, May 15th.**

- **If you wish to speak:** The meeting will be held in person at Government Plaza. Please note that only 4 people may speak in favor of an application and 4 in opposition to an application. Each speaker has 5 minutes to make their presentation.

- **Watch the meeting:** The meeting will be live streamed on Thursday at 2 PM on the city's website at https://www.cityofmobile.org/government/city-council/livestream/

  Or here: https://www.youtube.com/channel/UCdLrEwf3ewSNmCNm21fVfNg/live

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: shirley short <shirley_short@bellsouth.net>
Sent: Friday, May 9, 2025 5:37 PM
To: Planning <planning@cityofmobile.org>
Subject: MOD-003318-2025

Some people who received this message don't often get email from shirley_short@bellsouth.net. Learn why this is important

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

As an adjacent property owner to 4350 Moffett Road I do have an opinion about the multi-family development being considered next door to me. We already have our quota of children in the neighborhood which quota is fed by Forest Hill Elementary School and Scarborough Middle School. I do not dislike children but when there is disrespect of property shown by them, it is not a good thing. I am opposing a multi-family arrangement.

We had problems with children when St. Mary's home was in the location next door and those were only a few children. More problems came when Scarborough Middle School was built.

Because we have property surrounding us we have pleasant living conditions. My husband and I do not approve of any changes requested and based on the information I have received there would be no benefit to the neighborhood in the future because of it.

Over loading a community increases the opportunity for crime, criminals love that and we should all be concerned about that.

And speaking of over loading what's to become of traffic entering and exiting into and away from Moffett Road. As it stands today I can hardly get out of my driveway onto Moffett Road now.

Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

Outlook

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>
Date Wed 8/13/2025 12:55 PM
To Anderson, Logan <dlogananderson@cityofmobile.org>

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Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

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Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	[redacted]	
Email:		
Address:	[redacted]	

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

4350 MOFFETT ROAD — Property Address
KEY #00429511

8.937 ACRES — Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-3 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Christopher Pfeiffer — Owner Signature

7/14/25 — Date

Kori P. Given — Applicant or Agent Signature (if applicable)

7/14/25 — Date

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

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

Kori P. Given — Applicant or Agent Signature

7/14/25 — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE PROPERTY IS CURRENTLY ZONED R-3 AND OUR PROPOSAL CONFORMS TO THE R-3 REQUIREMENTS

   LOW DENSITY RESIDENTIAL
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THIS PROPOSAL IS FOR SINGLE FAMILY HOUSING UNITS WITH 6 UNITS PER BUILDING. THERE IS VACANT LAND ADJOINING THE WEST LINE AND RESIDENTIAL HOUSING ADJOINING THE NORTH AND EAST LINES. THERE IS A MASONIC LODGE ADJOINING THE SOUTH LINE AND RESIDENTIAL HOUSING ALSO ADJOINS THE SOUTH LINE.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   THIS PROPOSAL WILL NOT IMPACT THE DEVELOPMENT OR IMPROVEMENT OF THE ADJOINING PROPERTIES.

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

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

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
EXISTING BUILDINGS WILL BE REMOVED. NEW STRUCTURES WILL BE 26 FEET TALL.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
EXISTING TREES ALONG PROPERTY LINES WILL REMAIN. WE PROPOSE A 75 FOOT VEGETATIVE BUFFER ALONG THE NORTH LINE.

☐ Lighting:
PER CITY ORDINANCE

☐ Hours of operation:

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
THIS DEVELOPMENT WILL NOT HAVE ANY OF THE ITEMS LISTED AND WILL BE COMPARABLE TO ANY RESIDENTIAL SUBDIVISION.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

City of Mobile · Planning & Zoning

Planning Commission Application

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☐ **Conditional Use Permits**
Checklist A

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Checklist B

☐ **Planned Development**
Checklist C

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

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

---

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

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

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	251-648-0524	
Email:		
Address:	3 SCHWAEMMLE DRIVE, MOBILE 36608	

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

4350 MOFFETT ROAD
Property Address
KEY #00429511

8.937 ACRES
Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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Present Zoning or Transect District

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a) Any Rezoning to a higher classification;
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Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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Christopher Pfeiffer
Owner Signature

7/14/25
Date

Kori P. Given
Applicant or Agent Signature (if applicable)

7/14/25
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☐ Lighting:
PER CITY ORDINANCE

☐ Hours of operation:

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City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, CHRIS PFEIFFER, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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

BYRD SURVEYING Designee (1)	Designee (2)
[redacted] Email	Email
[redacted] Phone Number	Phone Number
Christopher Pfeiffer Signature of Company Owner	7/14/25 Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, CHRIS PFEIFFER, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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

BYRD SURVEYING Designee (1)	 Designee (2)
byrd@byrdsurveying.biz Email	 Email
251-476-5010 Phone Number	 Phone Number
Christopher Pfeiffer Signature of Company Owner	7/14/25 Date

Outlook

Re: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 7/16/2025 2:53 PM
To jerry <jerry@byrdsurveying.biz>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; kari <kari@byrdsurveying.biz>

My Apologies,

I failed to mention the DWG file. If you have not already done so, please send to Marine and Tori (copied to this email).

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, July 16, 2025 2:47 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; kari <kari@byrdsurveying.biz>
Subject: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

Good afternoon,

We have completed our review of the above-referenced application for a Major Modification to a previously approved Planned Unit Development and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please provide a legal description in Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025,** Planning Commission agenda.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dloganander son@cityofmobile.org
(251) 208-5895 main

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

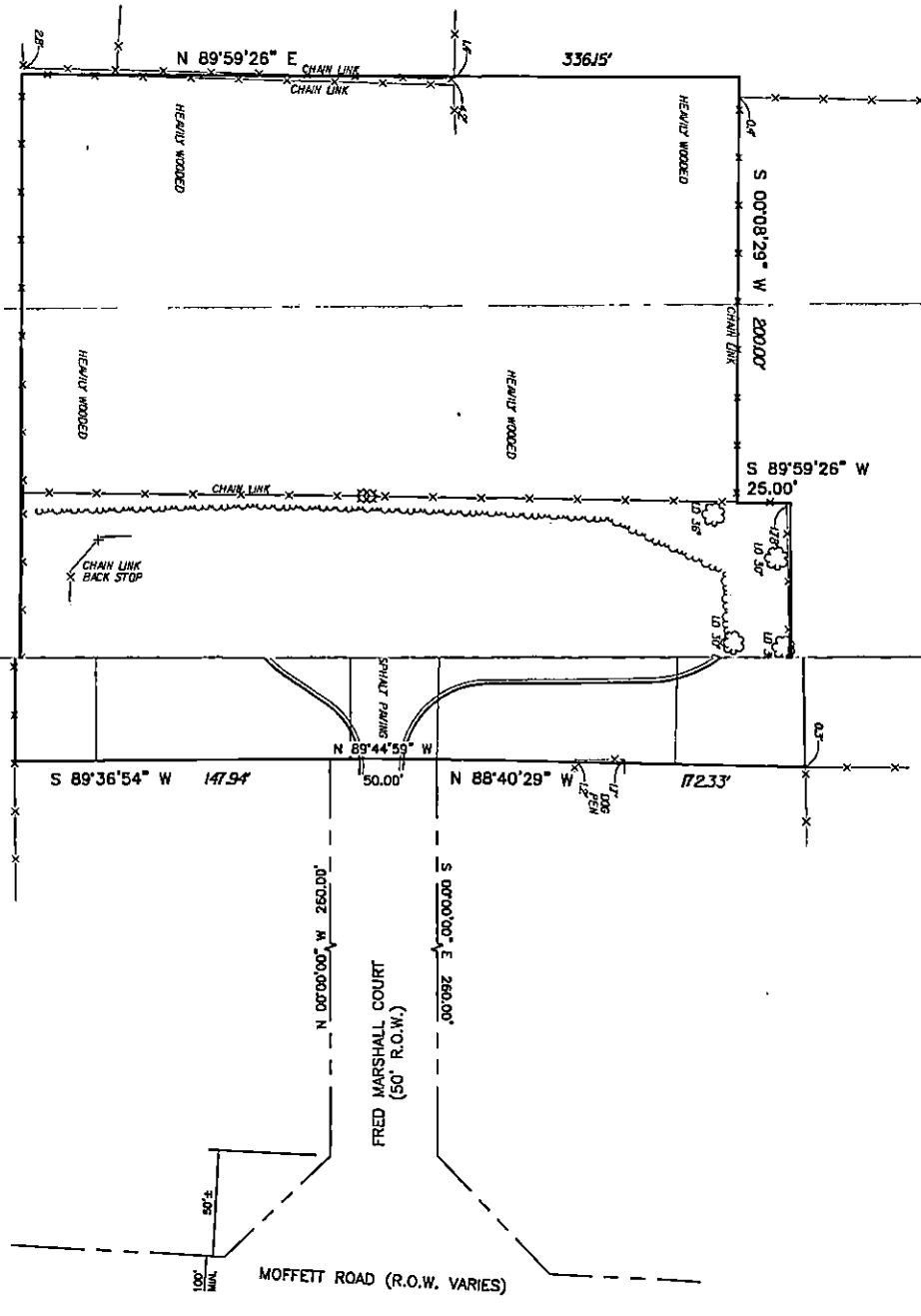

EXHIBIT SHOWING EXISTING CONDITIONS 4350 MOFFETT ROAD

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'
25BS090

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
JULY 16, 2025

NARRATIVE FOR THE SUBDIVISION AND PUD MODIFICATION FOR
FRED MARSHALL COURT, 4350 MOFFETT ROAD

THE SUBDIVISION AND PUD MODIFICATION FOR THIS PROPERTY APPEARED BEFORE THE PLANNING COMMISSION ON MAY 15, 2025, AND WAS APPROVED WITH CONDITIONS.

AT THE TIME OF SUBMITTAL AND AT THE MEETING THE APPLICATIONS WERE PRESENTED AS OWNING THE 50' DRIVE FROM MOFFETT ROAD NORTHWARDLY TO THE "BUILDABLE" PORTION OF THE PROPERTY BUT THIS WAS IN ERROR. THE BISHOP OF MOBILE, A PREVIOUS OWNER, HAD CONVEYED THE ENTRANCE DRIVE (50' x 320') TO THE COUNTY OF MOBILE ON JULY 18, 1962, AND THROUGH ANNEXATION, THE STREET BECAME PART OF THE MOBILE CITY STREET SYSTEM.

LOT 1, THAT WE SHOW ON THE SUBDIVISION PLAT, HAS USED THIS STREET AS ACCESS TO MOFFETT ROAD FOR THE LAST 63 YEARS.

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

24/7 Development Partners of Alabama, LLC
3 Schwaemmle Drive
Mobile, AL 36608

India Oakley
871 Kuffskie Lane
Mobile, AL 36618

Annie M. Turner
1621 Kuffskie Lane
Mobile, AL 36618

Renea & Tyrone Grayson
1619 Kuffskie Lane
Mobile, AL 36618

Mann Corp
7301 Howells Ferry Road
Mobile, AL 36618

Jordan Investments, LLC
P. O. Box 7718
Mobile, AL 36670

Willie R. Robinson, III
1549 Kuffskie Lane
Mobile, AL 36618

Tracy Baxter
2603 Michael C. Cleveland Ct.
Eight Mile, AL 36613

Kristy Singleton
1519 Kuffskie Lane
Mobile, AL 36618

Ramona Gardner
1515 Kuffskie Lane
Mobile, AL 36618

Tameka Reed
859 Kuffskie Lane
Mobile, AL 36618

Everett & Barbara Singleton
855 Kuffskie Lane
Mobile, AL 36618

Michelle N. Kyser
853 Kuffskie Lane
Mobile, AL 36618

Debbie A. Matthews
4320 Moffett Road
Mobile, AL 36618

Cindy C. Smith
4330 Moffett Road
Mobile, AL 36618

Flame L. Singleton
4309 Moffett Road
Mobile, AL 36618

Zoila Adams & Luz Davison
8170 Wards Lane
Semmes, AL 36575

Toulmin Lodge #875 AF & AM
c/o Earl L. Roberts
P. O. Box 180213
Mobile, AL 36618

Shirley R. Short
4364 Moffett Road
Mobile, AL 36618

Joann R. Clark
1651 Kuffskie Court
Mobile, AL 36618

Claude E. Tagert, Jr.
1625 Kuffskie Lane
Mobile, AL 36618

Carlos Hughes
50 Cooley Street
Mobile, AL 36607

Casey Dickinson
4216 Chesterfield Drive N.
Mobile, AL 36618

Brian & Printella Jackson
2356 Marigold Loop E.
Semmes, AL 36575

James L. Palmer
Attn: Kateland V. Shorey
6001 Timberly Road S.
Mobile, AL 36609

Zachary Cotton
4212 Parliament Avenue
Mobile, AL 36618

James & Linda Markham
4213 Parliament Avenue
Mobile, AL 36618

Vincent D. Gable
4212 Buckingham Avenue
Mobile, AL 36618

Carvin G. Ely
4213 Buckingham Avenue
Mobile, AL 36618

Jennifer Wright
282 Dogwood Drive
Citronelle, AL 36522

County of Mobile
P. O. Box 1443
Mobile, AL 36633

Delores Bliss
c/o Melinda Bliss
8950 Jeff Hamilton Road
Mobile, AL 36695

Tony & Gloria Lewis
6751 Moffett Road
Mobile, AL 36618

Shantora D. Hudson
1629 Kuffskie Lane
Mobile, AL 36618

Lenzie George & Rosalyn Chambliss
4313 Eastview Drive
Mobile, AL 36618

Katherine Arnold
1624 Ridgeland Road W.
Mobile, AL 36695

Tymon D. Wallace
4359 Eastview Drive
Mobile, AL 36618

Samantha Westbrook
1505 Tarreyton Drive
Mobile, AL 36618

Shedrick C. Adams
4300 Moffett Road
Mobile, AL 36618

Estate of Robert Rhinehart
3182 Farmington Drive SE.
Atlanta, GA 30339

Andrea Bobe
1624 Phillips Lane
Mobile, AL 36618

Thomas & Patricia Clarke
4305 Eastview Drive
Mobile, AL 36618

Anthony Knox
P. O. Box 16844
Mobile, AL 36616

Allen Caster, Jr.
1655 Kuffskie Court
Mobile, AL 36618

Robert J. Chambers
4375 Eastview Drive
Mobile, AL 36618

Rosalind F. Chambers
1501 Tarreyton Drive
Mobile, AL 36618

Tina Durham
6716 Ridgeland Road S.
Mobile, AL 36695

Russell L. Hoover
3938 Leroy Stevens Road
Mobile, AL 36619

Robert & Bernadette Harrison
4405 Eastview Drive
Mobile, AL 36618

Garland & Ladresta Montgomery, Jr.
4309 Eastview Drive
Mobile, AL 36618

Edward H. Antone, Jr.
1616 Raleigh Court
Mobile, AL 36616

Rosalyn C. White
4355 Eastview Drive
Mobile, AL 36618

Agenda Item # 9

SUB-003417-2025 & MOD-003418-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4350 Moffett Road

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create one (1) legal lot of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-one (21) conditions.

Report Contents: **Page**

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The site was approved as a non-conforming lot of record in 1998. That same year, in June, an Administrative Planned Unit Development (PUD) was approved to allow construction of multiple buildings on a single building site for use as a residential treatment and alternative education facility for children under 18. Administrative amendments to the PUD were approved in November 1999.

In May 2011, the Board of Zoning Adjustment approved a Use Variance to allow use of a separate building on the property as transitional housing for unhoused youth between the ages of 18 and 21.

Most recently, at its May 15, 2025, meeting, the Planning Commission tentatively approved a one-lot subdivision of the site and a Major Modification to the previously approved PUD to allow a multi-family development consisting of 50 dwelling units in multiple buildings on a single building site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

1. Retain NOTES #1 - #7, as shown on the PUD MODIFICATION drawing.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

As previously noted, the site was approved as a non-conforming lot of record in 1998; however, any redevelopment of the property must comply fully with current regulations, including the Subdivision Regulations. Accordingly, the subdivision request considered in May 2025 sought to create one legal lot of record from an existing metes-and-bounds parcel. The request was tentatively approved, contingent upon the rezoning of a portion of the property containing what had been considered a private drive—Fred Marshall Court—which provides access to the site from Moffett Road.

Since that time, the applicant has revised the subdivision plat to reflect the dedication of this segment of land for public maintenance. Although a deed describing the dedication was recorded in the Mobile County Probate Court in August 1962, it was not accounted for on recent parcel maps of the property. This application therefore serves to formally recognize the previously recorded dedication, thereby eliminating the need for rezoning.

Reference to the recorded deed dedicating Fred Marshall Court for public maintenance—such as its book and page number, instrument number, or other applicable recording information—should be provided on the Final Plat, if approved.

The site is served by public water and sanitary sewer.

The proposed lot has frontage on Fred Marshall Court, which may be considered a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way, making additional dedication unnecessary.

The lot, as proposed, exceeds the minimum size requirements for lots served by public water and sanitary sewer in an R-3, Multi-Family Residential Suburban District, and is appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code (UDC) for lots in an R-3 Suburban zoning district. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

A 75-foot building setback line is illustrated along the rear property line, to the North. This is not a requirement of either the Subdivision Regulations or the UDC. As such, if approved, development of the property will be subject to a building setback at this location that is greater than what is required by current regulations. If the Final Plat is recorded with this setback, its removal in the future will require re-subdivision of the property to amend the plat.

Planned Unit Development Modification

The site plan depicts re-development of the property with a 50-unit apartment complex with ten (10) apartment buildings, a community building, and multiple dumpster pads. Each of the proposed apartment buildings contains five (5) dwelling units with a mixture of one (1), two (2), and three (3)-bedroom apartments. A detailed description of the request and all application materials are available at the link on Page 1 of this report.

The required 25-foot front yard setback is illustrated along Fred Marshall Court and should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

A 75-foot building setback is illustrated along the rear property line, which will serve as a residential buffer for the single-family dwellings to the North. No such buffer is proposed for the single-family dwellings to the East, or for the single-family residentially zoned property to the West; however, the Unified Development Code (UDC) does not require a residential buffer between residentially zoned properties, and it should be noted that the R-3, Multi-Family Residential Suburban District, is a residential zoning district.

The size of the lot is provided in square feet in a table on the site plan. This information should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, thus the site requires 70 off-street parking spaces. A table on the site plan indicates there are 90 off-street parking spaces, each of which appears to meet the dimensional standards outlined in Table 64-3-12.2 of Article 3 of the UDC.

Curbing is illustrated where vehicles could extend beyond the proposed parking facilities, along with pedestrian walkways leading from each parking area to each of the proposed buildings.

No sidewalk is proposed along Fred Marshall Court. The existing frontage is already fully developed with roadway improvements, leaving minimal space to accommodate sidewalk construction.

Bicycle parking is not shown on the site plan or addressed in the parking table. The site plan should be revised to illustrate compliance with the bicycle parking standards of Article 3, Section 64-3-12.A.9. of the UDC, including required minimums and location specifications.

Two-way traffic circulation is proposed throughout the site, requiring 24-foot-wide drive aisles in accordance with Table 64-3-12.2 of Article 3 of the UDC. All proposed drive aisles meet this requirement, except for the aisle located to the rear of the community building, which provides access to a dumpster enclosure and is shown as only 20 feet wide. Therefore, the site plan should be revised to illustrate a minimum 24-foot-wide drive aisle at this location, unless the layout is reconfigured to accommodate one-way circulation, which would require a minimum aisle width of 14 feet.

Directional arrows illustrating traffic circulation are depicted on the site plan and should be retained on the Final PUD Site Plan, if approved. This information should be updated, as needed, to reflect any revisions to the drive aisle behind the community building.

Redevelopment of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. of the UDC. A note stating as much is provided on the site plan and should be retained on the Final PUD Site Plan, if approved. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

No elevation drawings were provided as part of this application, but it should be noted that the proposed buildings will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) an Architectural Feature.

The narrative from the prior PUD modification stated that all buildings would not exceed 26 feet in height, but no height information was submitted with the current application. Therefore, it should be noted that the maximum height allowed in the R-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan, if approved. Alternatively, a table on the Final PUD Site Plan containing this information would suffice.

In addition to approval of the PUD modification, the applicant is seeking relief from the UDC to allow reduced landscape area. Based on the size of the property, Section 64-2-7.E. of the UDC requires 58,393± square feet (15%) of the site to be landscaped, 35,036± square feet (60%) of which is required to be planted between the street-facing property line and any building wall(s) facing the street. The applicant proposes planting a total of 225,415± square feet (56%) of landscaping, 20,113± square feet of which will be front landscape area (5% of the site and 33% of the required amount of front landscape area). No justification for this request was provided.

Although the proposed total landscape area may fulfill the general intent of the UDC landscaping requirements, the stated 225,415 square feet may be inaccurate, as this area exceeds five (5) acres and the total site area is approximately nine (9) acres. The applicant should verify and, if necessary, revise this calculation for inclusion on the Final PUD Site Plan.

Tree plantings are illustrated on the site plan, but compliance with Article 3 tree planting requirements cannot be confirmed. A note on the site plan states the development will comply with Section 64-3-7 of the UDC. This note should be retained on the Final PUD Site Plan, if approved. A detailed tree and landscape plan will be required at the time of permitting to confirm full compliance.

Pursuant to Article 2, Section 64-2-7.E. of the UDC, a minimum of 700 square feet of open space is required per dwelling unit within an R-3 Suburban District. For 50 dwelling units, 35,000 square feet of open space is required. The site appears to meet this requirement, based on the proposed 225,415± square feet of landscape area.

Multiple dumpster enclosures are illustrated and labeled on the site plan. A note indicating that all dumpsters must comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC is included and should be retained on the Final PUD Site Plan, if approved.
No signage is illustrated or described in the submitted application materials. Any proposed signage must be reviewed and permitted separately by the Planning and Zoning Department. Illuminated signage must be designed and installed by a licensed and bonded sign contractor and will also require electrical permits from the Permitting Department.

Any future development or redevelopment of the lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much is on the site plan and should be retained on the Final PUD Site Plan, if approved.

A revised Modified PUD site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f) of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request the following conditions could apply:

1. Placement of a reference on the Final Plat to the recorded deed dedicating Fred Marshall Court for public maintenance (e.g., book and page number, instrument number, etc.);
2. Retention of the 50-foot-wide right-of-way along Fred Marshall Court;
3. Retention of the lot size label in both square feet and acres, or provision of a table on the Final Plat with the same information;
4. Retention of the 25-foot minimum front yard setback line along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code;
5. Retention of the illustrated 75-foot rear setback line, if the applicant intends to exceed minimum setback requirements, with the understanding that its removal in the future will require re-subdivision of the property;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

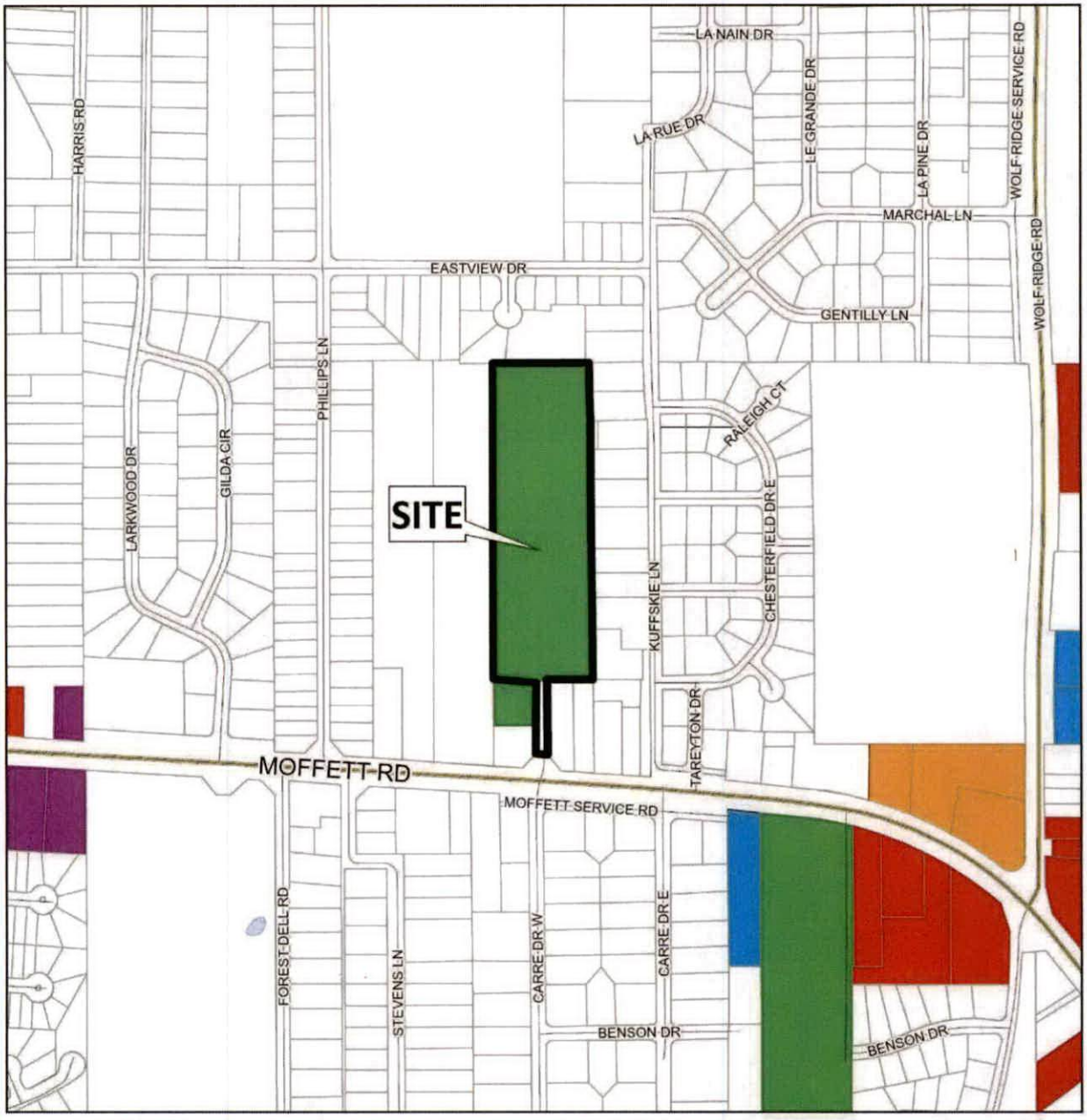
Considerations:

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

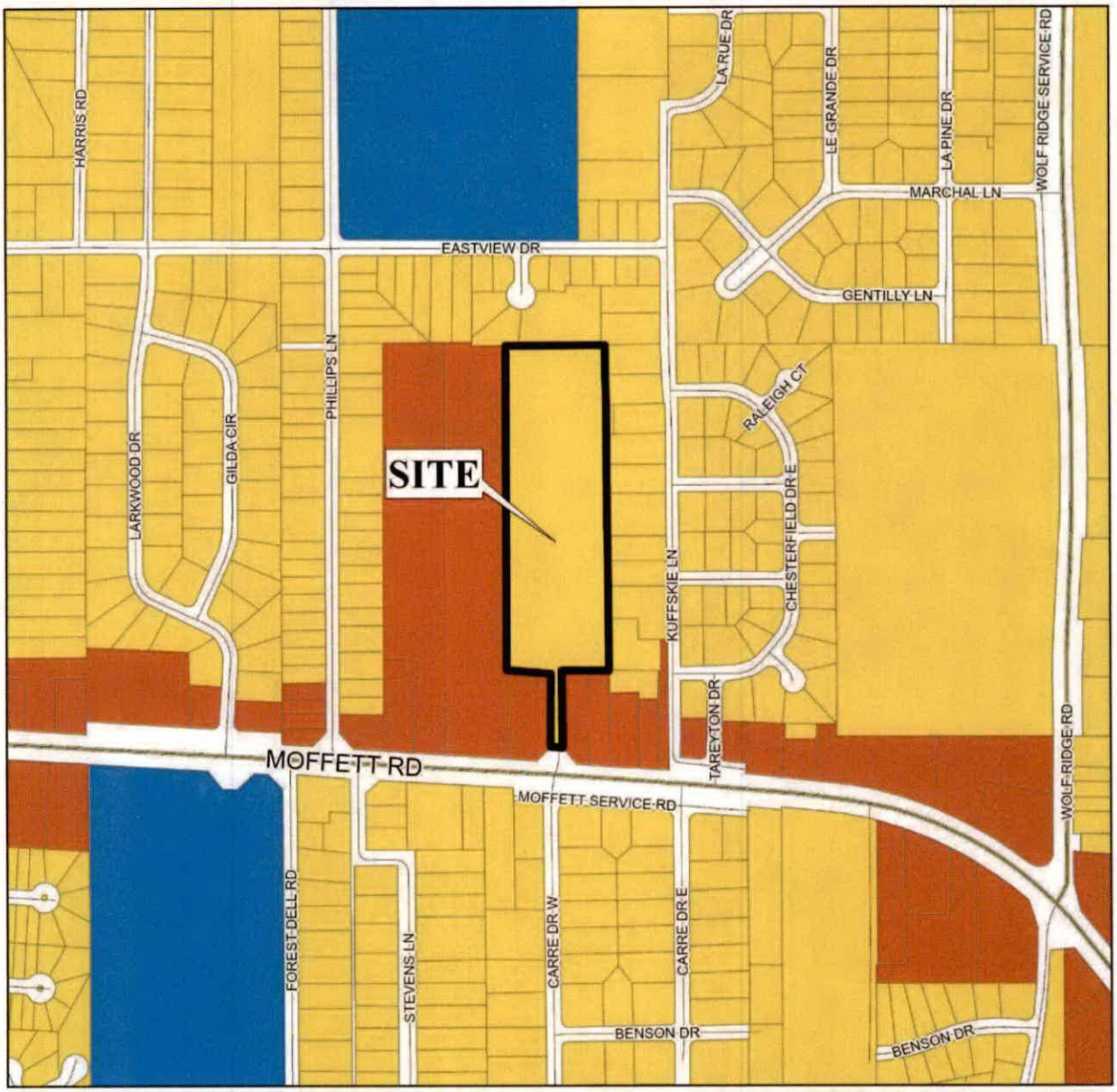
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in this staff report;
17. Compliance with all Traffic Engineering comments noted in this staff report;
18. Compliance with all Urban Forestry comments noted in this staff report;
19. Compliance with all Fire Department comments noted in this staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE August 21, 2025	N
APPLICANT Fred Marshall Court Subdivision	
REQUEST Subdivision, PUD Modification	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

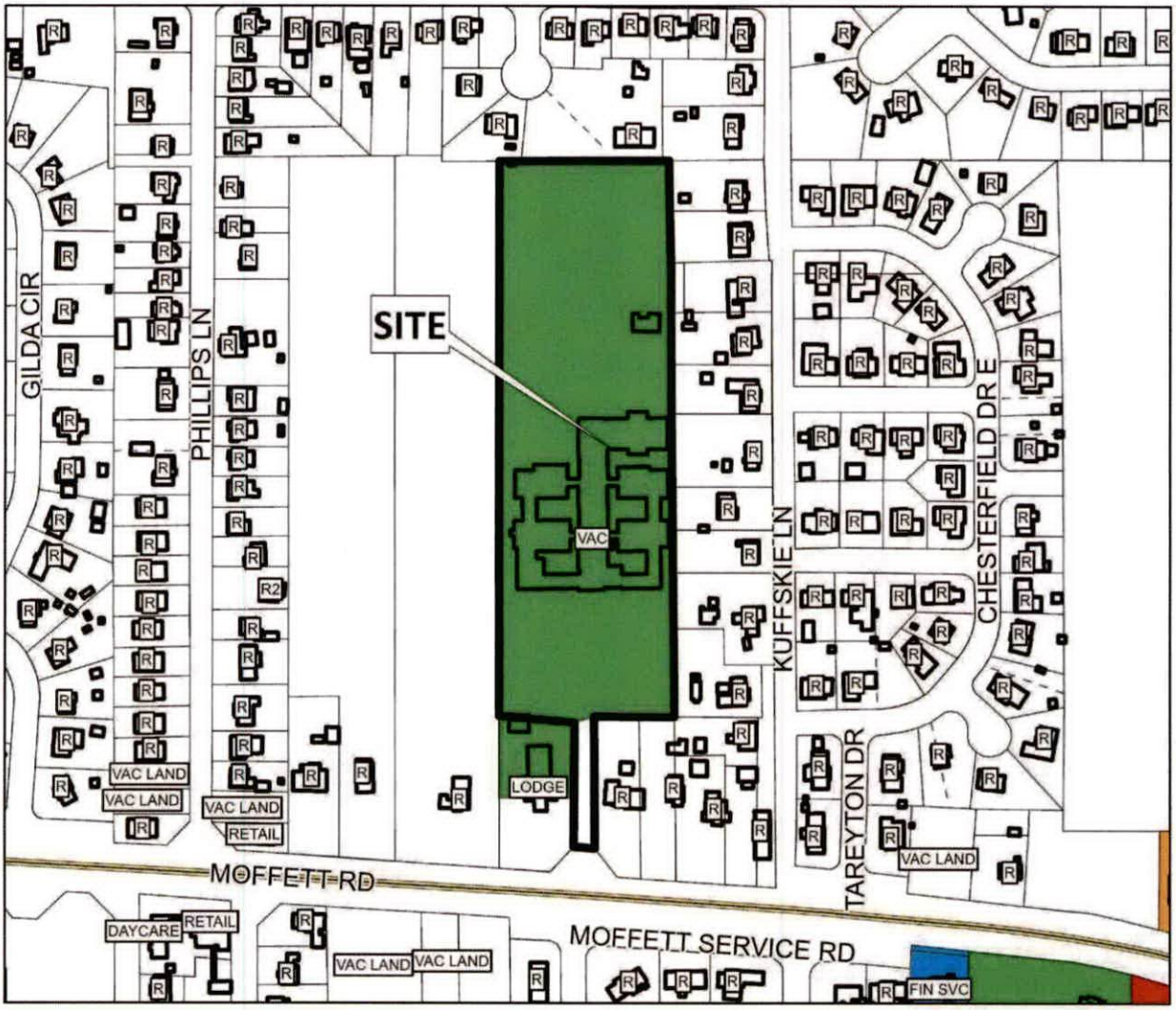
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

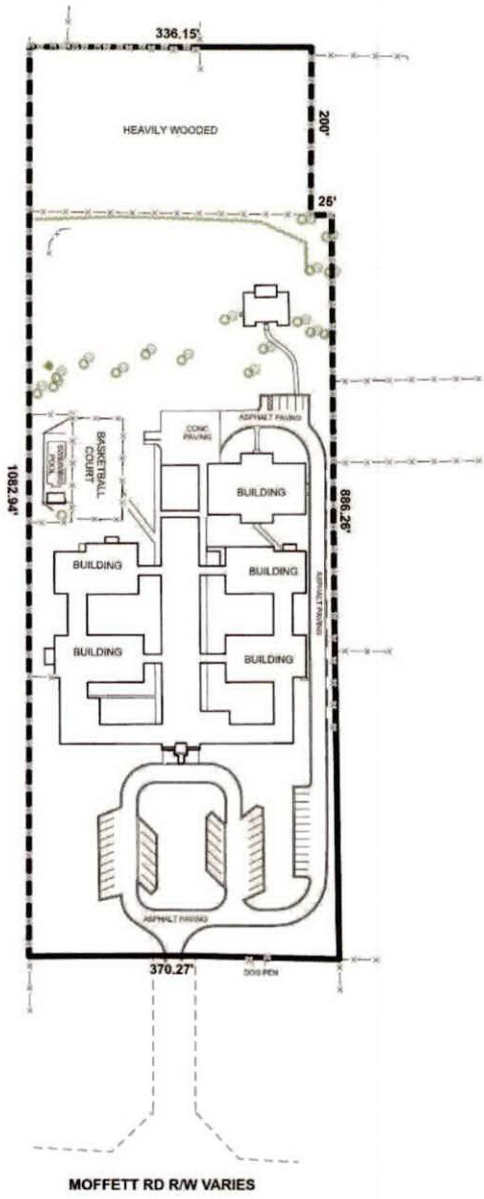
REQUEST Subdivision, PUD Modification

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

N

NTS

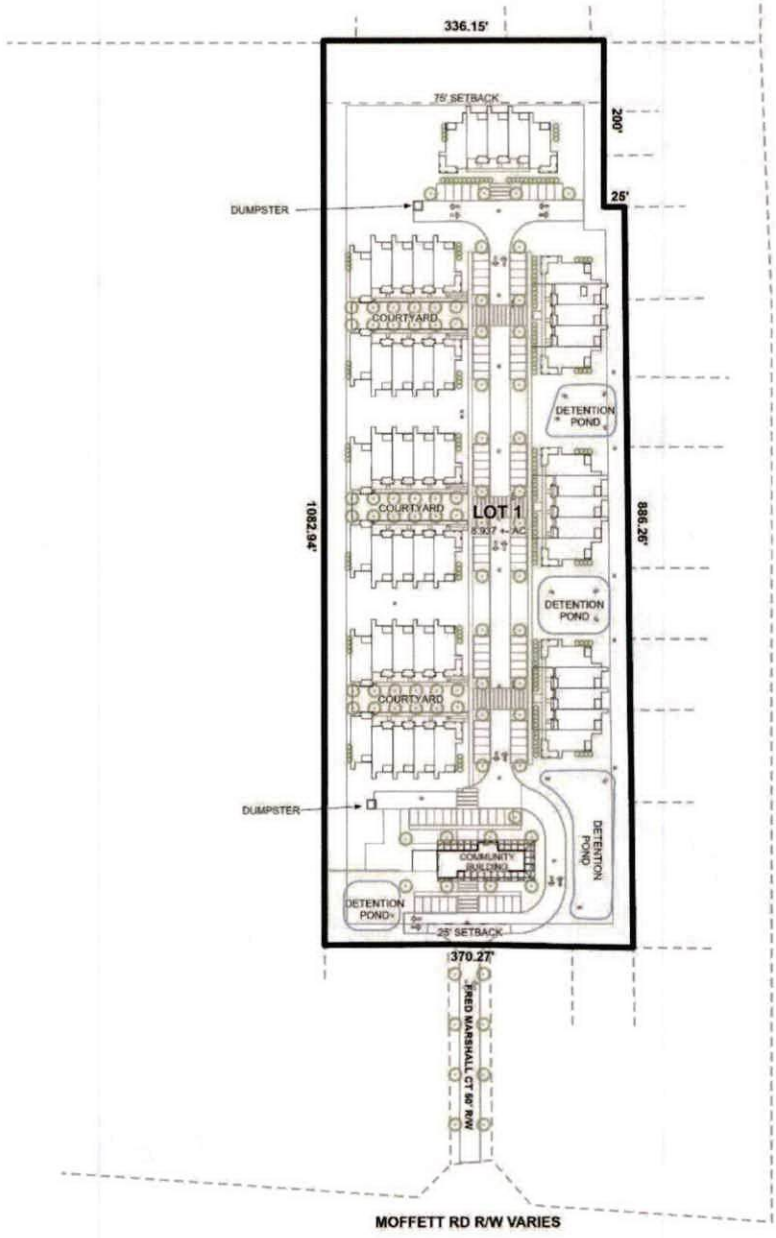
SITE PLAN



The site plan illustrates the existing buildings and landscaping.

APPLICATION NUMBER 9 DATE August 21, 2025 APPLICANT Fred Marshall Court Subdivision REQUEST Subdivision, PUD Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER	9	DATE	August 21, 2025
APPLICANT	Fred Marshall Court Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider Rezoning
Property located at
2602, 2610, 2612, 2614, & 2616 Old Shell Road
and 107 & 107 Item Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 107 & 107 Item Avenue from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or

parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue.**

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

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

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

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

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

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

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

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

Adopted:

Lisa Lambert, City Clerk

Ten Seven Properties, LLC
Kari Byrd, Byrd Surveying, Inc.
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on August 21, 2025, considered the request of **Ten Seven Properties, LLC** for a change in zoning from **Single-Family Residential Urban District (R-1), and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2),** for the property located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue**.

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

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

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

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, to the City Council, subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

ZON-UDC-003420-2025 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
August 25, 2025

The advertising fee for this application is based on the current legal description is **$313.88.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

DESCRIPTION AND JUSTIFICATION FOR THE REZONING
OF TEN SEVEN PROPERTIES

THE PURPOSE OF THIS REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH PORTION OF THE PROPERTY IS ZONED B-2 AND THE EXISTING BUSINESSES CORRESPOND TO THAT CLASSIFICATION. THE MAJORITY OF THE PROPERTY THAT EXTENDS NORTHWARDLY IS ZONED R-1 BUT HAS BEEN DEVELOPED AND UTILIZED WITH B-2 BUSINESSES FOR MORE THAN 30 YEARS. THE CURRENT OWNERS PURCHASED THE PROPERTY IN 2023 AND DESIRE TO CORRECT THE ZONING OF THE PROPERTY.

SINCE THERE IS NOT ANY CHANGE IN THE CURRENT BUILDINGS OR USE, THE PARKING AND LANDSCAPE DATA IS OMITTED FROM THE SITE PLAN.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	[redacted]	
Email:		
Address:	[redacted]	

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

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE — Property Address

144,880 SF — Property Area (acres or square feet)

KEY #00770954, #00770945, #00770936 — Parcel Number(s) or Key Number(s)

B-2 & R-1 — Present Zoning or Transect District

B-2 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 7.1C.25

Kori P. GNL — Applicant or Agent Signature (if applicable) — Date: 7/15/2025

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

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

Kori P GNL — Applicant or Agent Signature — Date: 7/15/2025

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

   NEIGHBORHOOD CENTER - TRADITIONAL
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
   If yes, describe the error
   THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE BUSINESSES ON SITE.

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

1. Describe the current development trends in the area of the property.
   THIS AREA OF OLD SHELL ROAD HAS SEEN MANY PROPERTIES BEING RENOVATED WITH NEW TYPES OF BUSINESS. SOME STRUCTURES HAVE BEEN REMOVED AND NEW BUILDINGS PLANNED OR UNDER CONSTRUCTION.

2. Describe the surrounding land uses.
   FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE AFFECT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	251-786-0596	
Email:		
Address:	P. O. BOX 16702, MOBILE 36616	

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

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE — Property Address

144,880 SF — Property Area (acres or square feet)

KEY #00770954, #00770945, #00770936 — Parcel Number(s) or Key Number(s)

B-2 & R-1 — Present Zoning or Transect District

B-2 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 7.16.25

Kori P. Gwin — Applicant or Agent Signature (if applicable) — Date: 7/15/2025

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

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

Kori P Gwin — Applicant or Agent Signature — Date: 7/15/2025

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

   NEIGHBORHOOD CENTER - TRADITIONAL
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
   If yes, describe the error
   THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

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   THIS AREA OF OLD SHELL ROAD HAS SEEN MANY PROPERTIES BEING RENOVATED WITH NEW TYPES OF BUSINESS. SOME STRUCTURES HAVE BEEN REMOVED AND NEW BUILDINGS PLANNED OR UNDER CONSTRUCTION.

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   INFRASTRUCTURE IS IN PLACE.

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   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, HAYES TAPIA, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of TEN SEVEN PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE.

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

BYRD SURVEYING Designee (1)	Designee (2)
byrd@byrdsurveying.biz Email	Email
251-476-5010 Phone Number	Phone Number
Signature of Company Owner	7-16-25 Date

Outlook

Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 7/17/2025 3:20 PM
To Kari Givens <kari@byrdsurveying.biz>

Good afternoon,

We have completed our review of the above-referenced Rezoning application. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>
Sent: Thursday, July 17, 2025 3:12 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Subject: RE: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

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

Thanks!

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Thursday, July 17, 2025 3:11 PM
To: Kari Givens <kari@byrdsurveying.biz>
Cc: Jerry Byrd <jerry@byrdsurveying.biz>
Subject: Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Received, thank you. And since the document concerns the subject site and is notarized, I think it's acceptable. I'll send an invoice email shortly.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>
Sent: Thursday, July 17, 2025 2:59 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Jerry Byrd <jerry@byrdsurveying.biz>
Subject: FW: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

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

Logan,

Sorry, I fully intended to send the legal with application, I have attached. I have also attached an "Assignment of Rents" for Ten Seven Properties, LLC showing Hays Tapia as Member. Will this document be sufficient?

Thanks,

Kari Givens
kari@byrdsurveying.biz
Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Thursday, July 17, 2025 1:39 PM
To: Jerry Byrd <jerry@byrdsurveying.biz>
Cc: Kari Givens <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>
Subject: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Good afternoon,

We have completed our review of the above Rezoning application and have determined that the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Hayes Tapia was submitted; however, we are unable to verify their affiliation with Ten Seven Properties, LLC. Please provide one of the following to satisfy this requirement:
   - A revised authorization letter issued by Ten Seven Properties, LLC explicitly authorizing Hayes Tapia to act on their behalf; or
   - Documentation confirming that Hayes Tapia is an officer or authorized agent of Ten Seven Properties, LLC.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the preliminary plat to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

3. **Legal Description:** Please provide a legal description in **Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

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Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 7/17/2025 1:39 PM
To jerry <jerry@byrdsurveying.biz>
Cc kari <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

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Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Inst. # 2023031749 Pages: 1 of 6 I cert[illegible] is instrument filed on: 5/22/2023 2:04 PM
Doc: TRLE Don Davis, Judge of Probate Mobile County, AL Rec: $28.00 MtgTx: $0.[illegible]
Clerk: BTOWLER ERecorded

RECORDATION REQUESTED BY:
River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

WHEN RECORDED MAIL TO:
River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SLT-180570 Mortgage recorded in Inst#2023031718.

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ASSIGNMENT OF RENTS

NOTICE: This Assignment is given as additional security for the Indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the Indebtedness has already been paid.

THIS ASSIGNMENT OF RENTS dated May 19, 2023, is made and executed between TEN SEVEN PROPERTIES LLC, AN ALABAMA LIMITED LIABILITY COMPANY, whose address is 2616 OLD SHELL ROAD, MOBILE, AL 36607 (referred to below as "Grantor") and River Bank & Trust, whose address is 118 NORTH ROYAL STREET, SUITE 100, MOBILE, AL 36602 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in MOBILE County, State of Alabama:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

*2614

The Property or its address is commonly known as 2602, 2610 & 2616 OLD SHELL ROAD, MOBILE, AL 36607.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

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Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing

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the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of MOBILE County, State of Alabama.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means TEN SEVEN PROPERTIES LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means TEN SEVEN PROPERTIES LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means River Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated May 19, 2023, **in the original principal amount of $935,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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ASSIGNMENT OF RENTS
(Continued)

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 19, 2023.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TEN SEVEN PROPERTIES LLC

By: _____ (Seal)
JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC

By: _____ (Seal)
HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC

This ASSIGNMENT OF RENTS prepared by:

Name: RIVER BANK & TRUST
Address: 118 NORTH ROYAL STREET
City, State, ZIP: MOBILE, AL 36602

Surety Land Title
5909 Airport Blvd
Mobile, AL 36608

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC and HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC**, a limited liability company, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19 **day of** May, 20 23.

FRANCES K. McKINNELL
Notary Public
Alabama State At Large
My Commission Expires 5/27/2026

Notary Public

My commission expires _____

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Escrow File No.: 180570

Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608

EXHIBIT "A"

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

Beginning at a point on the North side of Old Shell Road, 280.6 feet West of the Northwest corner of Old Shell Road and Item Avenue; thence Westwardly along the North side of Old Shell Road, a distance of 50 feet to a point; thence deflecting to the right 67 degrees, 25 minutes, proceed Northwardly 150 feet to a point, thence Eastwardly along a line parallel with the North line of Old Shell Road, a distance of 50 feet to a point; thence Southwardly 150 feet to the point of beginning.

Parcel B

From the Northwest corner of Old Shell Road and Item Avenue run Westwardly along the North line of OId Shell Road 157.8 feet to the point of beginning of property herein described; thence deflecting to the right 67 degrees, 25 minutes run Northwardly 751.5 feet to a point; thence deflecting to the left 88 degrees, 30 minutes run Westwardly 166 feet, more or less, to the Southwest corner of property heretofore conveyed by Lafayette Willard by deed to Bishop of Mobile recorded in Deed Book 411, N.S., page 145 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence deflecting to the left 91 degrees, 45 minutes, run Southwardly 539.5 feet to a point; thence run Eastwardly along a line parallel with the North line of Old Shell Road and along the North line of property formerly owned by Exalee Smith 50 feet to a point; thence deflecting to the right 91 degrees, 30 minutes run Southwardly along the East line of property formerly owned by Exalee Smith 150 feet to the North line of Old Shell Road; thence run Eastwardly along the North line of Old Shell Road 122.8 feet to the point of beginning.

Parcel C

Lots Number One (1), Two (2) and Three (3) in De La Croix Place, as per plat of same recorded in Probate Court of Mobile County, Alabama, in Deed Book 117, N.S., page 222.

Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 7/17/25

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

Neighborhood Meeting Date: July 14, 2025

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: DUMAS WESLEY SVR CTR, 126 MOBILE ST., MOBILE AL

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

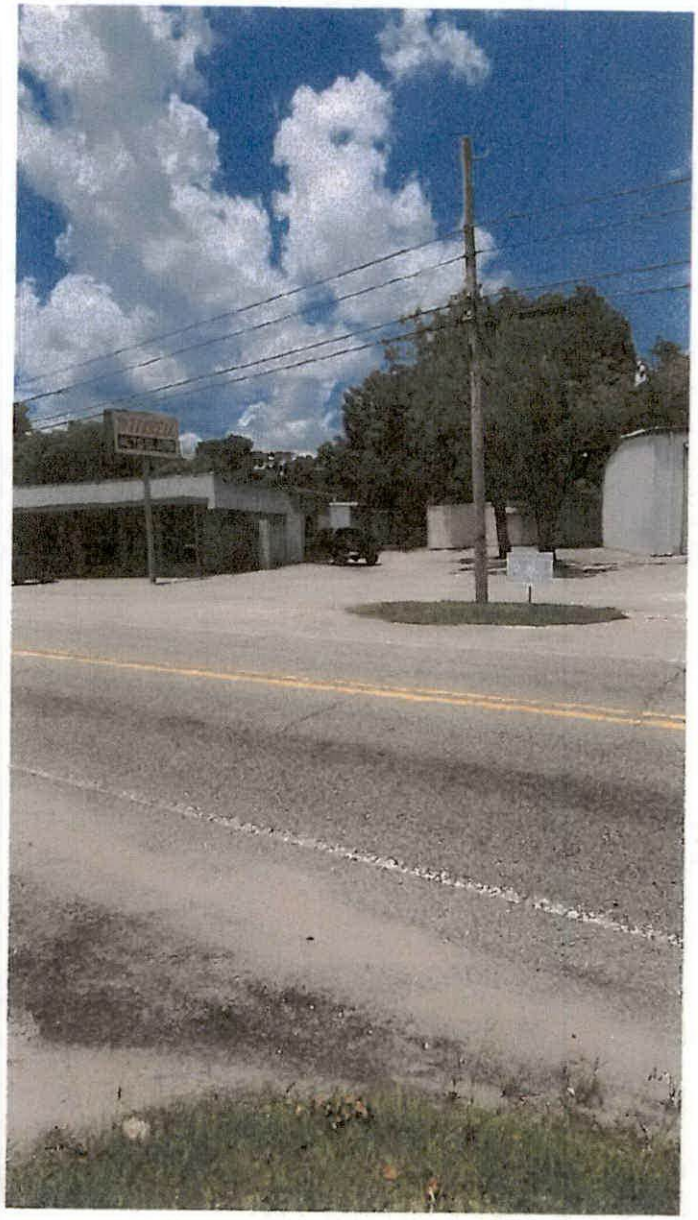
- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting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

Applicant's Name: Kari Givens
(First Name & Last Name)

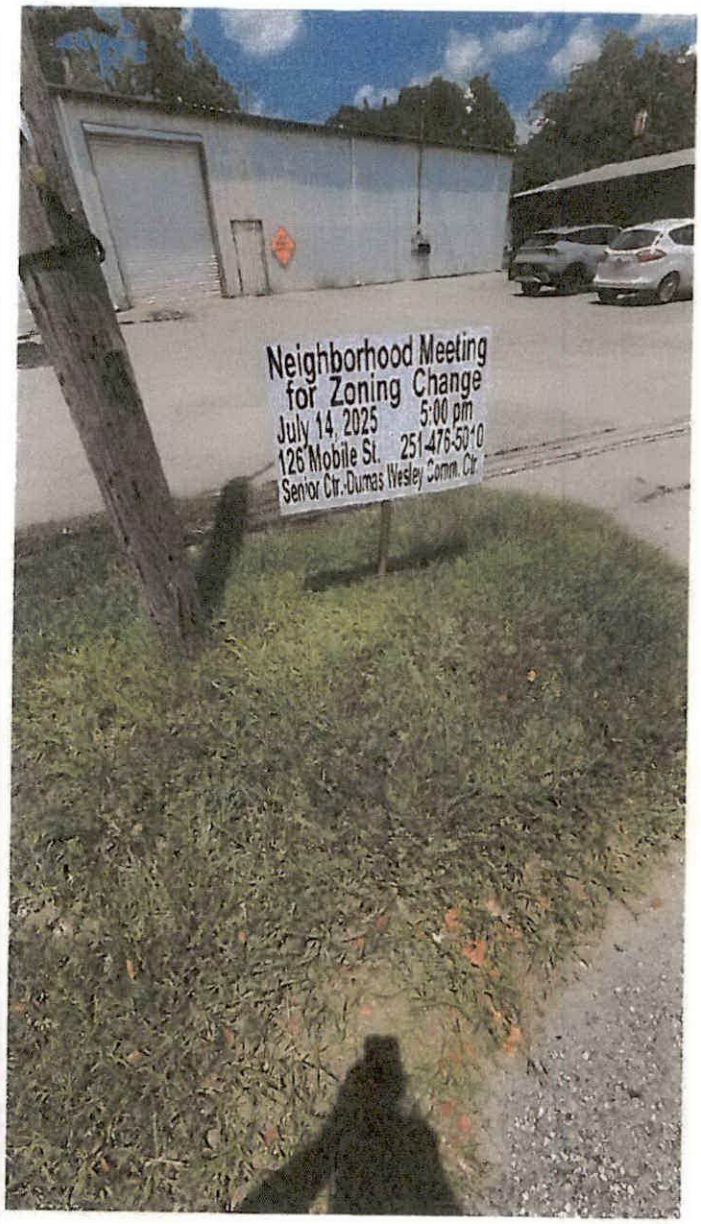
Applicant's signature attesting to the accuracy of the documentation provided:

X Kari P.G. Date: 7/17/25

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



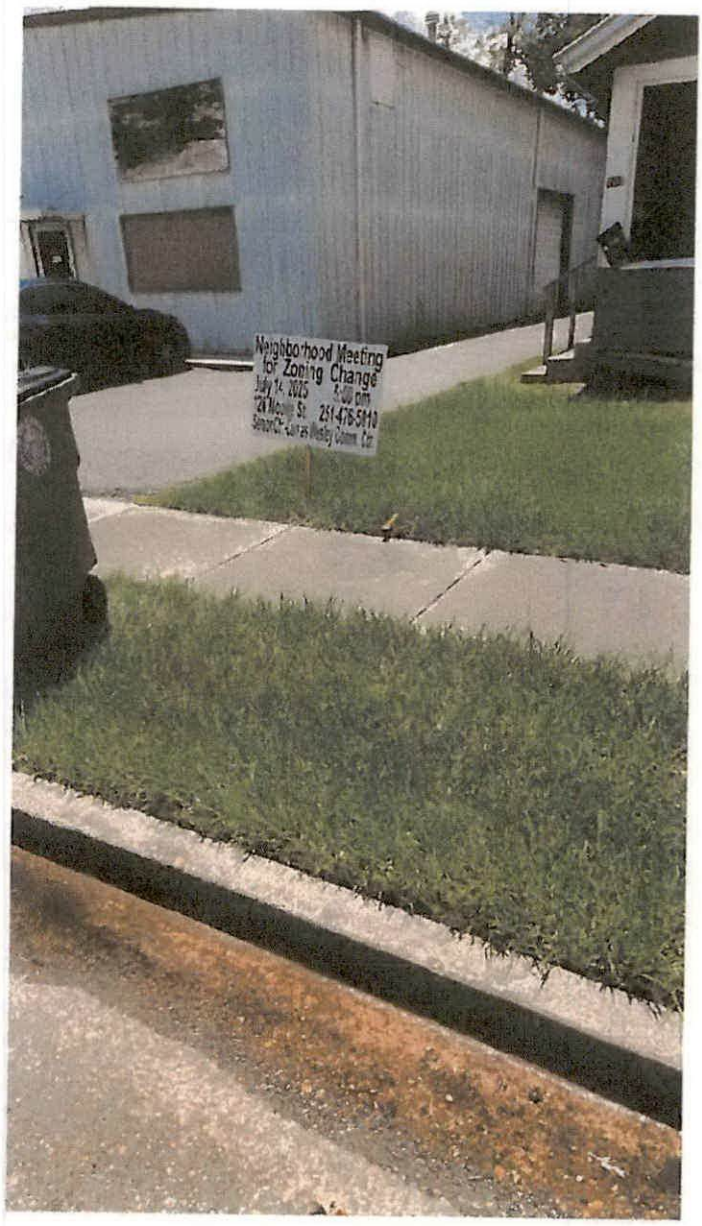
JULY 2, 2025


Neighborhood Meeting
for Zoning Change
July 14, 2025 5:00 pm
126 Mobile St. 251-476-5010
Senior Ctr.-Dumas Wesley Comm. Ctr

JULY 2, 2025



JULY 2, 2025



JULY 2, 2025

80

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Julie D. Day
129 Item Avenue
Mobile, AL 36607

Patricia Ann Carstarphen
9309 McFarland Way
Mobile, AL 36695

Anna Barnett
113 Item Avenue
Mobile, AL 36607

George & Sophie Gueret
106 Item Avenue
Mobile, AL 36607

Tait Properties, LLC
2567 Old Shell Road
Mobile, AL 36607

P & G Machine & Supply Co.
2617 Old Shell Road
Mobile, AL 36607

Cordale Helton
112 Hyland Avenue
Mobile, AL 36607

John Ward & Beth Kaska
118 Hyland Avenue
Mobile, AL 36607

Rachel & Katherine Whiteley
126 Hyland Avenue
Mobile, AL 36607

Ten Seven Properties, LLC
P. O. Box 16702
Mobile, AL 36616

Lola Solano & Alice Gongora
125 Item Avenue
Mobile, AL 36607

Robert S. Kohrman
119 Item Avenue
Mobile, AL 36607

Ryan C. Williams
111 Item Avenue
Mobile, AL 36607

Jack D. Jaquay
4379 Antares Lane
Mobile, AL 36693

M & B, Inc.
2321 Airport Boulevard
Mobile, AL 36606

SMBC Leasing & Finance, Inc.
14400 Metcalf Avenue
Overland Park, KS 66223

Zeinab Hamade
114 Hyland Avenue
Mobile, AL 36607

Brandon Hughes & Kaileigh Eaddy-Hughes
122 Hyland Avenue
Mobile, AL 36607

St. Catherine of Siena Parish Mobile
2605 Spring Hill Avenue
Mobile, AL 36607

Jamal Dozier & April Hatcher
133 Item Avenue
Mobile, AL 36607

Stephen J. Hand
64 Kingsway
Mobile, AL 36608

Lydia Temonia & Medea Taylor
4175 Spring Valley Drive N.
Mobile, AL 36693

Andrew D. Wagner
109 Item Avenue
Mobile, AL 36607

Old Shell Oak, LLC
2560 Old Shell Road
Mobile, AL 36607

Old Shell Road Properties, LLC
P. O. Box 7008
Mobile, AL 36670

Brandon & Jessica Kirksey
4100 Wales Drive, Apt. 102
Virginia Beach, VA 23452

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

Juliette Young
137 Item Avenue
Mobile, AL 36607

Orvester & Jacklyn Joiner, and
Marques Lee Porter
135 Item Avenue
Mobile, AL 36607

Mary Louise Hoffman
136 Item Avenue
Mobile, AL 36607

Ida May Robison
128 Item Avenue
Mobile, AL 36607

Timothy G. Grove
122 Item Avenue
Mobile, AL 36607

Evan Earnest
116 Item Avenue
Mobile, AL 36607

John A. Gueret
11922 Irvington BLB Hwy
Irvington, AL 36544

Sharon W. Yawn
69 Alexander Street
Mobile, AL 36607

Tacon Place, LLC
27980 Canal Road
Orange Beach, AL 36561

Ross & Anicia Delfierro
1562 Stone Hedge Drive W.
Mobile, AL 36695

Carol Ann K. Templet
c/o James D. Kahalley
690 Zeigler Circle W.
Mobile, AL 36608

Bennie & Stephen Tisdale
140 Item Avenue
Mobile, AL 36607

Matthew Bowen
132 Item Avenue
Mobile, AL 36607

Christian & Sarah Leman
1664 Lamar Street
Mobile, AL 36604

Wanda & Ruth Archer and
Pearline Robinson
120 Item Avenue
Mobile, AL 36607

Robert H. Field, Jr.
114 Item Avenue
Mobile, AL 36607

Thomas J. McAleer, Jr.
30 Audubon Place
Fairhope, AL 36532

SRK Holdings, LLC
27980 Canal Road
Orange Beach, AL 36561

Danielle F. Salisbury
1056 Palmetto Street
Mobile, AL 36604

David J. Mallis
117 Hyland Avenue
Mobile, AL 36607

Jennifer R. Boone
123 Hyland Avenue
Mobile, AL 36607

Ricci Allen
138 Item Avenue
Mobile, AL 36607

Robert M. Lumpkin, III
6158 Louise Place W.
Mobile, AL 36609

Terry Jones & Leontyne Weems
2663 Weems Drive
Mobile, AL 36607

Beatrice D. Riddle
118 Item Avenue
Mobile, AL 36607

Lucy Lawler
112 Item Avenue
Mobile, AL 36607

71 Alexander Street, LLC
2248 Scott Road
Brewton, AL 36426

SRK Holdings, LLC
14595 Innerarity Point Rd.
Pensacola, FL 32507

Caitlyn B. Bailey
10750 Wulff Road S.
Semmes, AL 36575

Andrew Snetsinger
119 Hyland Avenue
Mobile, AL 36607

Janet & Russell Wilson
125 Hyland Avenue
Mobile, AL 36607

Robert R. Thompson
129 Hyland Avenue
Mobile, AL 36607

William J. Glover
131 Hyland Avenue
Mobile, AL 36607

Jean Hilburn
824 E. Kensington Avenue
Salt Lake City, UT 84105

Kim & Kevin, LLC
355 Saint Michael St.
Mobile, AL 36605

John & Amy Clark
132 Hyland Avenue
Mobile, AL 36607

Jayne E. Burke
134 Hyland Avenue
Mobile, AL 36607

Anh Van Nguyen & Hanh My T
136 Hyland Avenue
Mobile, AL 36607

Makeda Nichols
4150 Skywood Lane
Mobile, AL 36693

Gerhardt Old Shell, LLC
P. O. Box 7176
Mobile, AL 36670

M & R Properties
267 Houston Street
Mobile, AL 36606

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

L & A Ventures, LLC
P. O. Box 81306
Mobile, AL 36689

Ashley T. Ellis
155 N. Florida Street
Mobile, AL 36607

The Elsie C. Holmes 2021 Trust et al
107 Carmel Drive E.
Mobile, AL 36608

Ashland Station, LLC
2600 Dauphin Street
Mobile, AL 36606

Southern Glass, Inc.
2550 Old Shell Road
Mobile, AL 36607

Butch Cassidys Café, Inc.
60 N. Florida Street
Mobile, AL 36607

Samuel J. Kelley
1320 Blue Ridge Circle
Mobile, AL 36695

Joseph & Mary Johnson
2560 Dohm Street
Mobile, AL 36607

Councilman Cory Penn
City of Mobile
205 Government Street
Mobile, AL 36602

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

Dear Neighbor,

The owner of properties located at 105 & 107 Item Avenue and 2610 to 2616 Old Shell Road is submitting a rezoning application to the City of Mobile to correct an error in the zoning ordinance. A portion of the property is zoned B-2 and the remainder is zoned R-1. All of the property is developed and utilized by businesses that corresponds to the B-2 classification. The owner does not have immediate plans to change the current buildings or business use.

You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Senior Center at Dumas-Wesley Community Center at 126 Mobile Street
Date: July 14, 2025
Time: 5:00 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 a.m. to 3:00 p.m., Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,

Gerald D. Byrd
GDB/kpg

Neighborhood Meeting for Zoning Change

July 14, 2025 5:00 pm

126 Mobile St. 251-476-5010

Senior Ctr.-Dumas Wesley Comm. Ctr.

Neighborhood Meeting Sign-In Sheet

Date: July 14, 2025 **Meeting Location:** Dumas Wesley 126 Mobile St.

Applicant: Ten Seven Properties LLC **Application(s):** _____

Name: Lola Solano Email: lolasolano@yahoo.com

Address: 125 Item Avenue, Mobile 36607 Phone: 251-300-1034

Name: Juli Day Email: JuJuhiker@gmail.com

Address: 125 Item Ave Phone: 251-377-0054

Name: BOB SCHWARZ Email: RSCHWARZ6@COMCAST.NET

Address: 2602 OLD SHELL Phone: 251 379 9234

Name: Jamie Tapia Email: Jamie@partcitymobile.com

Address: 200 Wimbledon Park W, Mobile, AL 36608 Phone: 251-656-7596

Name: Hays Tapia Email: Hays@partcitymobile.com

Address: 200 Wimbledon Park W Mobile, AL 36608 Phone: 251-786-0596

Name: Jack Wilson Email: jwbile@photo.info@gmail.com

Address: 125 Hyland Ave Phone: 251-626-0380

Mobile AL 36607

Name: _____ Email: _____

Address: _____ Phone: _____

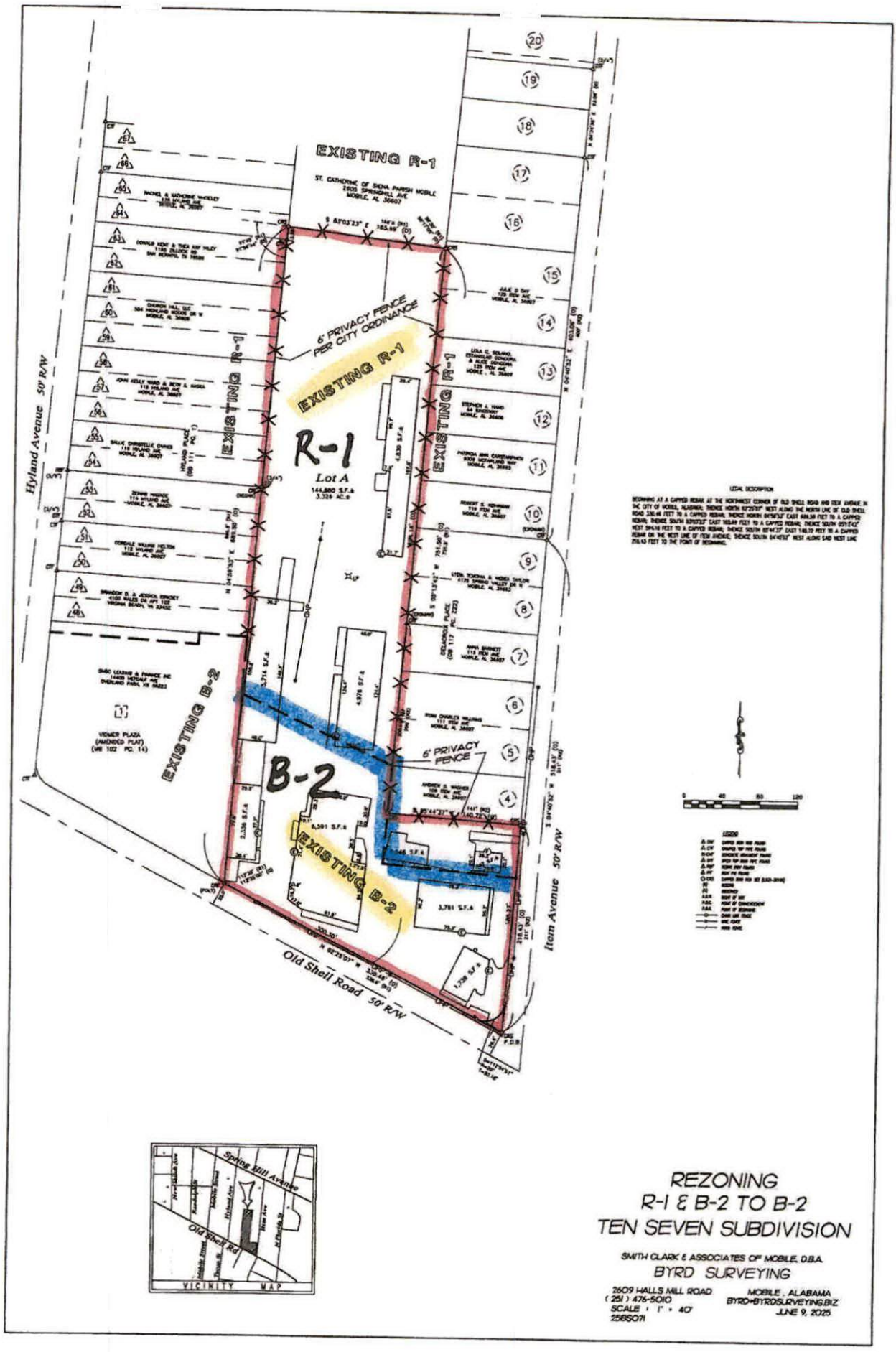
Name: _____ Email: _____

Address: _____ Phone: _____

MINUTES OF NEIGHBORHOOD MEETING JUNE 14, 2025, FOR TEN SEVEN PROPERTIES, LLC AT DUMAS WESLEY SENIOR CENTER, 126 MOBILE STREET, MOBILE, ALA.:

THE MEETING WAS ADVERTISED TO BEGIN AT 5:00 P.M. AND I CALLED THE MEETING TO ORDER AT THAT TIME. THERE WERE THREE NEIGHBORS, TWO OWNERS, AND MYSELF IN ATTENDANCE. THERE WAS A GENERAL DISCUSSION CONCERNING THE PROPERTY AND ANY FUTURE PLANS. THE OWNERS HAVE BEEN CLEANING THE PROPERTY AND MAKING SOME REPAIRS TO THE EXISTING BUILDINGS. THE NEIGHBORS AND THE OWNERS DISCUSSED PROBLEMS WITH RODENTS AND A HOMELESS MAN THAT LIVED IN THE ST. CATHERINE'S SCHOOL BUILDING THAT HAS NOW BEEN REMOVED. WITH SCHOOL DEMOLITION AND THE CLEAN UP OF THE TEN SEVEN PROPERTY THEY ARE HOPING THESE PROBLEMS WILL DISAPPEAR. ONE ADDITIONAL NEIGHBOR JOINED THE MEETING AT 5:30 P.M. AND WE EXPLAINED THE PROPERTY REZONING TO HER. SHE ATTENDED A PREVIOUS NEIGHBORHOOD MEETING AND SHE IS FAMILIAR WITH THE CITY'S REZONING PROCESS. ADDITIONAL GENERAL DISCUSSION OF THE RE-DEVELOPMENT OF OLD SHELL ROAD AREA FOLLOWED.

WITH NO OTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 6:00 P.M.



REZONING
R-1 & B-2 TO B-2
TEN SEVEN SUBDIVISION

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'
25BS071
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JUNE 9, 2025

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Ten Seven Properties, LLC
P. O. Box 16702
Mobile, AL 36616

Jamal Dozier & April Hatcher
133 Item Avenue
Mobile, AL 36607

Julie D. Day
129 Item Avenue
Mobile, AL 36607

Lola Solano & Alice Gongora
125 Item Avenue
Mobile, AL 36607

Stephen J. Hand
64 Kingsway
Mobile, AL 36608

Patricia Ann Carstarphen
9309 McFarland Way
Mobile, AL 36695

Robert S. Kohrman
119 Item Avenue
Mobile, AL 36607

Lydia Temonia & Medea Taylor
4175 Spring Valley Drive N.
Mobile, AL 36693

Anna Barnett
113 Item Avenue
Mobile, AL 36607

Ryan C. Williams
111 Item Avenue
Mobile, AL 36607

Andrew D. Wagner
109 Item Avenue
Mobile, AL 36607

George & Sophie Gueret
106 Item Avenue
Mobile, AL 36607

Jack D. Jaquay
4379 Antares Lane
Mobile, AL 36693

Old Shell Oak, LLC
2560 Old Shell Road
Mobile, AL 36607

Tait Properties, LLC
2567 Old Shell Road
Mobile, AL 36607

M & B, Inc.
2321 Airport Boulevard
Mobile, AL 36606

Old Shell Road Properties, LLC
P. O. Box 7008
Mobile, AL 36670

P & G Machine & Supply Co.
2617 Old Shell Road
Mobile, AL 36607

SMBC Leasing & Finance, Inc.
14400 Metcalf Avenue
Overland Park, KS 66223

Brandon & Jessica Kirksey
4100 Wales Drive, Apt. 102
Virginia Beach, VA 23452

Cordale Helton
112 Hyland Avenue
Mobile, AL 36607

Zeinab Hamade
114 Hyland Avenue
Mobile, AL 36607

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

John Ward & Beth Kaska
118 Hyland Avenue
Mobile, AL 36607

Brandon Hughes & Kaileigh Eaddy-Hughes
122 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

Rachel & Katherine Whiteley
126 Hyland Avenue
Mobile, AL 36607

St. Catherine of Siena Parish Mobile
2605 Spring Hill Avenue
Mobile, AL 36607

Juliette Young
137 Item Avenue
Mobile, AL 36607

Orvester & Jacklyn Joiner, and
Marques Lee Porter
135 Item Avenue
Mobile, AL 36607

Mary Louise Hoffman
136 Item Avenue
Mobile, AL 36607

Ida May Robison
128 Item Avenue
Mobile, AL 36607

Timothy G. Grove
122 Item Avenue
Mobile, AL 36607

Evan Earnest
116 Item Avenue
Mobile, AL 36607

John A. Gueret
11922 Irvington BLB Hwy
Irvington, AL 36544

Sharon W. Yawn
69 Alexander Street
Mobile, AL 36607

Tacon Place, LLC
27980 Canal Road
Orange Beach, AL 36561

Ross & Anicia Delfierro
1562 Stone Hedge Drive W.
Mobile, AL 36695

Carol Ann K. Templet
c/o James D. Kahalley
690 Zeigler Circle W.
Mobile, AL 36608

Bennie & Stephen Tisdale
140 Item Avenue
Mobile, AL 36607

Matthew Bowen
132 Item Avenue
Mobile, AL 36607

Christian & Sarah Leman
1664 Lamar Street
Mobile, AL 36604

Wanda & Ruth Archer and
Pearline Robinson
120 Item Avenue
Mobile, AL 36607

Robert H. Field, Jr.
114 Item Avenue
Mobile, AL 36607

Thomas J. McAleer, Jr.
30 Audubon Place
Fairhope, AL 36532

SRK Holdings, LLC
27980 Canal Road
Orange Beach, AL 36561

Danielle F. Salisbury
1056 Palmetto Street
Mobile, AL 36604

David J. Mallis
117 Hyland Avenue
Mobile, AL 36607

Jennifer R. Boone
123 Hyland Avenue
Mobile, AL 36607

Ricci Allen
138 Item Avenue
Mobile, AL 36607

Robert M. Lumpkin, III
6158 Louise Place W.
Mobile, AL 36609

Terry Jones & Leontyne Weems
2663 Weems Drive
Mobile, AL 36607

Beatrice D. Riddle
118 Item Avenue
Mobile, AL 36607

Lucy Lawler
112 Item Avenue
Mobile, AL 36607

71 Alexander Street, LLC
2248 Scott Road
Brewton, AL 36426

SRK Holdings, LLC
14595 Innerarity Point Rd.
Pensacola, FL 32507

Caitlyn B. Bailey
10750 Wulff Road S.
Semmes, AL 36575

Andrew Snetsinger
119 Hyland Avenue
Mobile, AL 36607

Janet & Russell Wilson
125 Hyland Avenue
Mobile, AL 36607

Robert R. Thompson
129 Hyland Avenue
Mobile, AL 36607

Kim & Kevin, LLC
355 Saint Michael St.
Mobile, AL 36605

Anh Van Nguyen & Hanh My T
136 Hyland Avenue
Mobile, AL 36607

M & R Properties
267 Houston Street
Mobile, AL 36606

Ashley T. Ellis
155 N. Florida Street
Mobile, AL 36607

Southern Glass, Inc.
2550 Old Shell Road
Mobile, AL 36607

Joseph & Mary Johnson
2560 Dohm Street
Mobile, AL 36607

William J. Glover
131 Hyland Avenue
Mobile, AL 36607

John & Amy Clark
132 Hyland Avenue
Mobile, AL 36607

Makeda Nichols
4150 Skywood Lane
Mobile, AL 36693

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

The Elsie C. Holmes 2021 Trust et al
107 Carmel Drive E.
Mobile, AL 36608

Butch Cassidys Café, Inc.
60 N. Florida Street
Mobile, AL 36607

Councilman Cory Penn
City of Mobile
205 Government Street
Mobile, AL 36602

Jean Hilburn
824 E. Kensington Avenue
Salt Lake City, UT 84105

Jayne E. Burke
134 Hyland Avenue
Mobile, AL 36607

Gerhardt Old Shell, LLC
P. O. Box 7176
Mobile, AL 36670

I. & A Ventures, LLC
P. O. Box 81306
Mobile, AL 36689

Ashland Station, LLC
2600 Dauphin Street
Mobile, AL 36606

Samuel J. Kelley
1320 Blue Ridge Circle
Mobile, AL 36695

Agenda Item # 11

SUB-003419-2025 & ZON-UDC-003420-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue

Subdivision Name:
Ten Seven Subdivision

Applicant / Agent:
Kari Byrd, Byrd Surveying, Inc.

Property Owners:
Ten Seven Properties, LLC

Current Zoning:
R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-2 to B-2.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with one (1) condition.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1945.

With the adoption of the Zoning Ordinance in 1967 it was assigned its current split zoning of R-1 and B-2 classifications.

The portion of the site at the Northwest corner of Old Shell Road and Item Avenue was the subject of a Use Variance request in 1987 to allow a used car lot, which was denied by the Board of Zoning Adjustment.

The site has never had any cases before the Planning Commission.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Label the proposed ROW dedication and list the amount of area being dedicated in SF and AC.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

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

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) existing metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Old Shell Road and Item Avenue. Old Shell Road is a component of the Major Street Plan as a Minor Arterial Street with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Item Avenue is a minor street with curb and gutter and a compliant 50-foot right-of-way; therefore, no dedication would be required along Item Avenue. The preliminary plat indicates a 20-foot radius curve is to be dedicated at the intersection of Old Shell Road and Item Avenue. If approved, this should be retained on the Final Plat, adjusted for any further dedication, if required by City Engineering. The right-of-way widths of Old Shell Road and Item Avenue should be retained on the Final Plat, if approved.

As the site is proposed to be rezoned from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District, the required 10-foot minimum front yard setback for a B-2 Urban District should be illustrated along both street frontages on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is to correct an error in the assigned zoning classification, as the site has been developed and utilized for more than 30 years with B-2 businesses. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road to the West by other B-2 properties in commercial use; to the North by an R-1 property used as a church, and R-1 property used as a residence. To the East across Item Avenue, and to the South across Old Shell Road, properties are also zoned B-2 in commercial use.

As no change in the current buildings or use on the site is proposed, and no expansion within the site is proposed, parking and landscaping data is omitted on the site plan provided.

The proposed subdivision of the site into one (1) lot would seem to justify the rezoning to eliminate split zoning within the site. Furthermore, the assignment of an R-1 zoning classification to property which has been in B-2 use for many years would further seem to justify the rezoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way widths of Old Shell Road and Item Avenue on the Final Plat;
2. Retention of the 20-foot radius corner dedication at the intersection of Old Shell Road and item Avenue, adjusted for any further dedication if required by City Engineering;
3. Revision of the plat to illustrate a 10-foot minimum building setback line along Old Shell Road and Item Avenue;
4. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

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

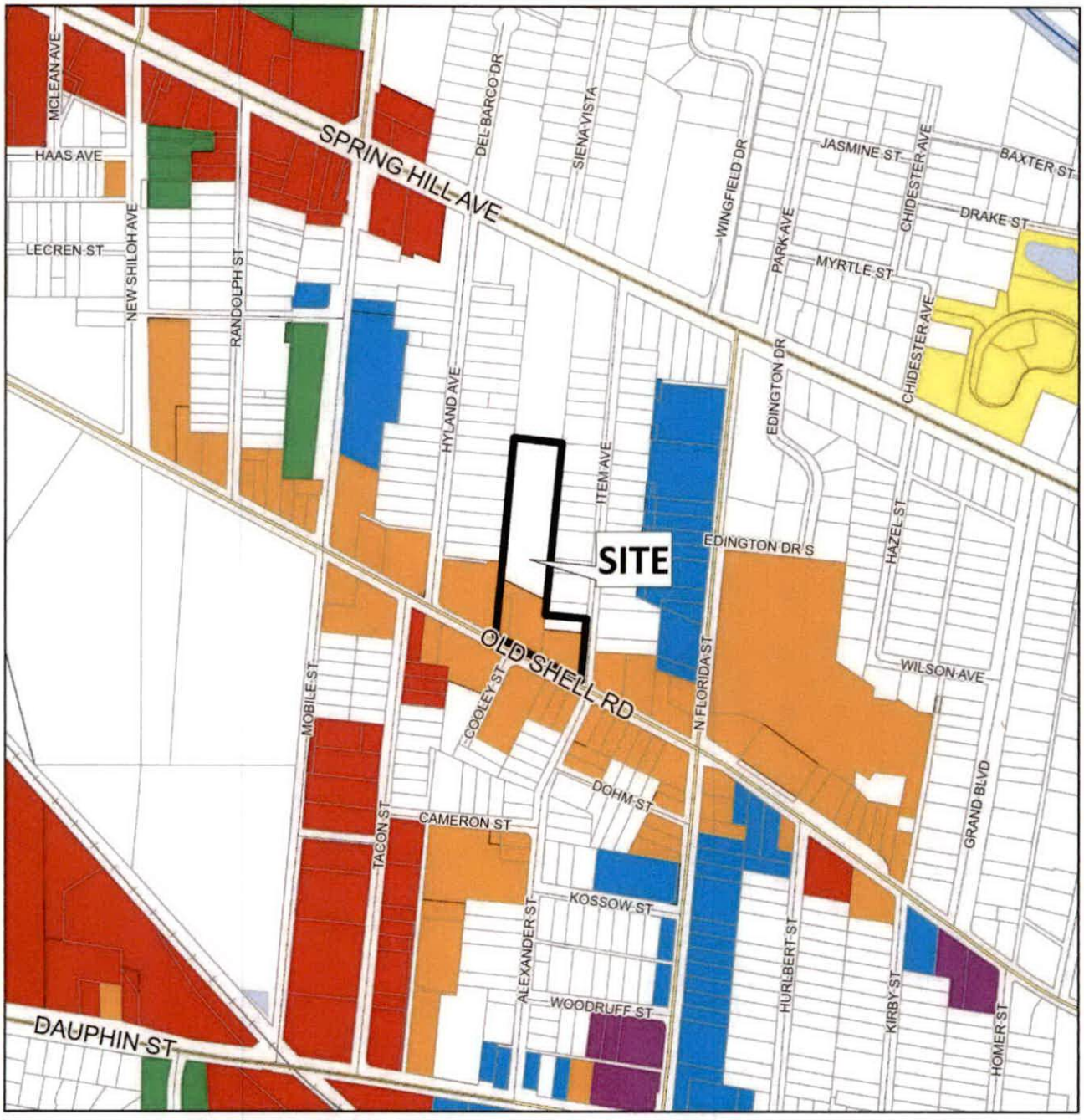
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE August 21, 2025

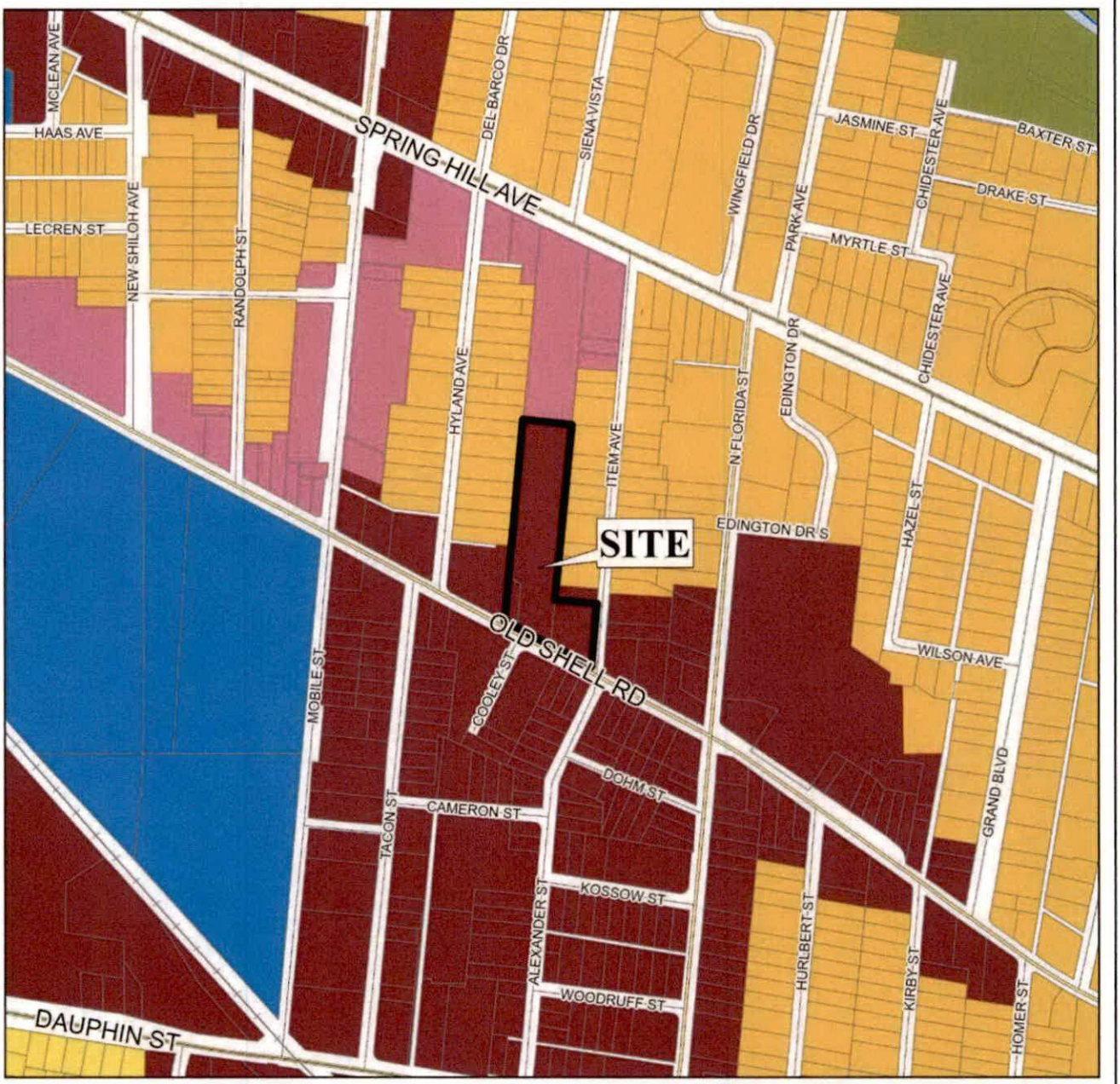
APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

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

N

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

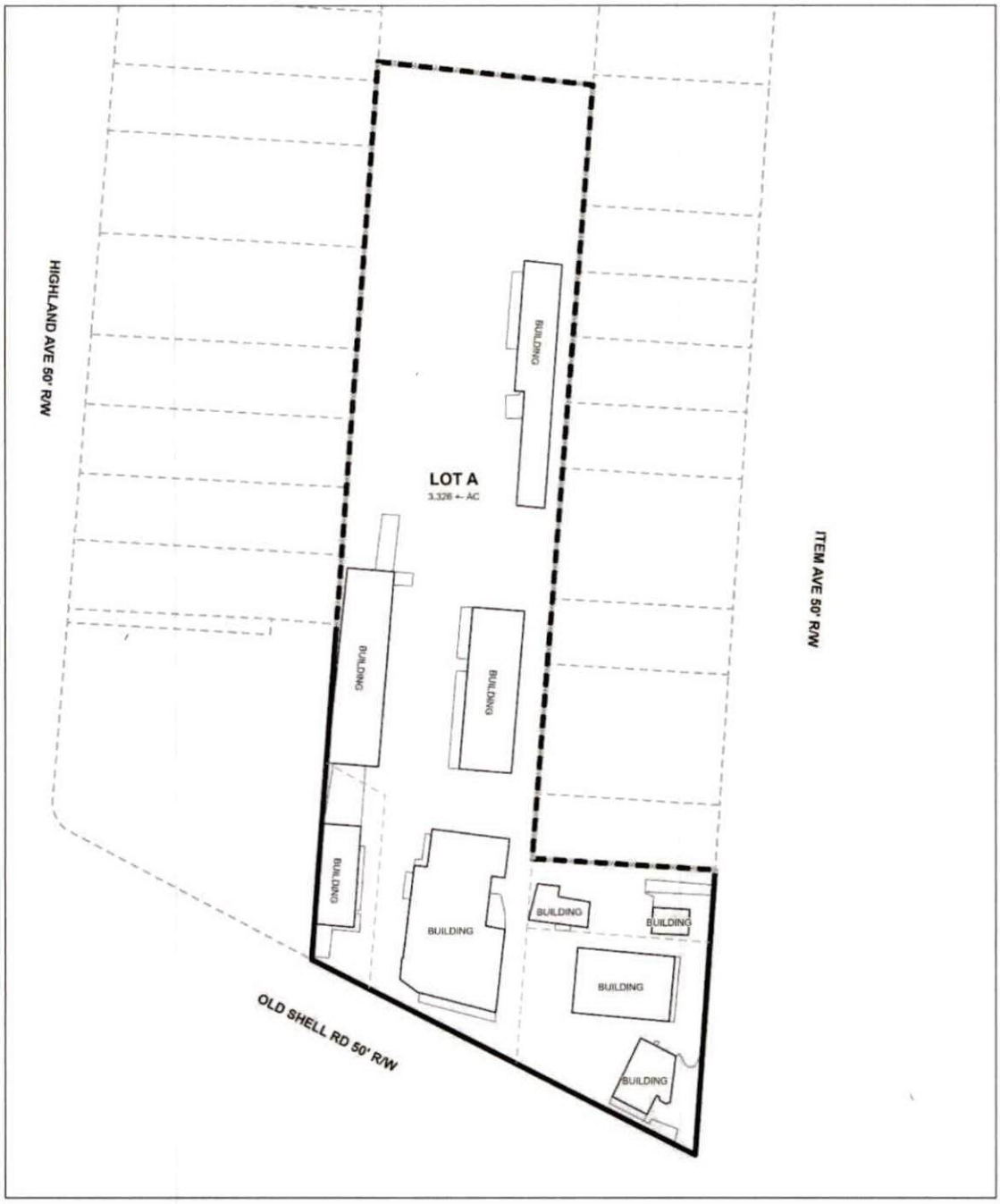
REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

SITE PLAN



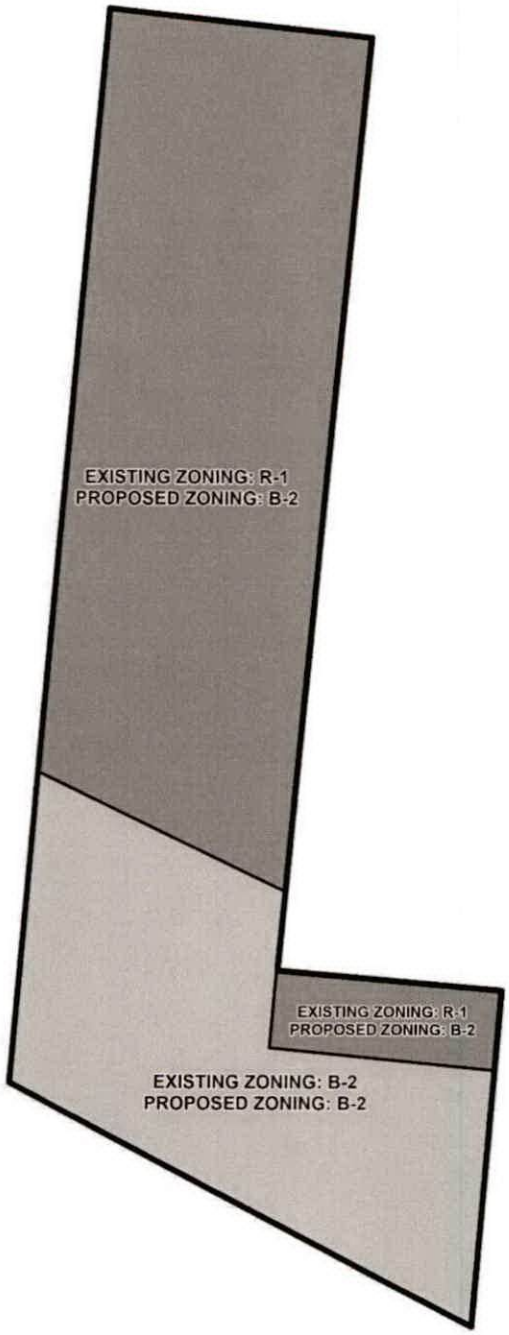
The site plan illustrates fencing, existing buildings, and proposed lot lines.

APPLICATION NUMBER	11	DATE	August 21, 2025
APPLICANT	Ten Seven Subdivision		
REQUEST	Subdvision, Rezoning from R-1 and B-2 to B-2		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

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

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

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

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider an Amendment to the
Downtown Development District Regulating Plan to
Rezone Property Located at 250 Saint Francis Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October**, 2025, at 10:30 a.m., to consider adoption of an ordinance to amend the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from T-5.1 to T-5.2 and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a T-5.2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-5.2, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **250 Saint Francis Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from T-5.1 to T-5.2.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **T-5.2** Districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **T-5.2** until the following condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **T-5.1 to T-5.2** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **T-5.2**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-5.2,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
250 Saint Francis Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)** for an Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2. for the property located at **250 Saint Francis Street**.

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

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Patel
A & R Development Group, LLC
1381 W. Fairfield Drive
Gulf Shores, Alabama 36542

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support amending the Downtown Development District Regulating Plan to rezone the property to **T-5.2**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **T-5.2** to the City Council, subject to the following condition(s):

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

ZON-UDC-003414-2025 250 St. Francis Street
August 25, 2025

The advertising fee for this application is based on the current legal description is **$263.34.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

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

☐ **Planned Development** — Checklist C

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

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

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

	Applicant	Agent (If Applicable)
Name:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	[redacted]	[redacted]

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	[redacted]	

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

250 St. Francis Street, Mobile, AL 36602 — Property Address

0.53 Acres — Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i) — Present Zoning or Transect District

T-5(ii) — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 7/14/25

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

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

Applicant or Agent Signature — Date 7/14/25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

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

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

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

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

2. How many guest rooms will be provided?

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

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Community Residences

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

1. How many unrelated persons will occupy the home?

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

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

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

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

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

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

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

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

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

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

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

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

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

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

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

SITE PLAN

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

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown — Future Land Use Map (FLUM) Designation

T-5(ii) — Requested Zoning

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

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Field will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

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

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

The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to suppot the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

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

CHECKLIST C

Planned Development

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

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

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

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

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

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

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

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

     _____

     _____

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

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

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

     _____

     _____

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

   _____

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   _____

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

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	251-223-6311	251-432-0001
Email:	ryan.patel@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL	11 N. Water St., Suite 24290, Mobile, AL 36602

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	1554 SunSt Road, Brentwood, TN 37207	

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

250 St. Francis Street, Mobile, AL 36602 — Property Address

0.53 Acres — Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i) — Present Zoning or Transect District

T-5(ii) — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 7/14/25

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

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

Applicant or Agent Signature — Date 7/14/25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

---

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

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

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

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

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

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

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

2. How many guest rooms will be provided?

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

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Community Residences

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

1. How many unrelated persons will occupy the home?

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

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

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

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

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

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

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

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

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

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

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

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

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

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

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

SITE PLAN

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

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown
Future Land Use Map (FLUM) Designation

T-5(ii)
Requested Zoning

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

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Fleld will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

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

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

The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to suppot the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

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

CHECKLIST C

Planned Development

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

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

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

---

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

   _____

   Future Land Use Map (FLUM) Designation

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

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

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

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

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

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

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

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

     _____

     _____

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

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

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

     _____

     _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: A & R Group Home 2

Address: 250 St. Francis Street, Mobile, AL 36602

Owner: Robert Biscan

Address: [redacted] Zip Code: 37207

Phone: _____ Fax: _____ Email: _____

Authorized Agent: [redacted]

Address: [redacted] Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

James F Watkins

Print

7/14/25

Date

Applicant Agent

Affiliation to project/Organization

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: A & R Group Home 2

Address: 250 St. Francis Street, Mobile, AL 36602

Owner: Robert Biscan

Address: 1554 Sunset Road, Brentwood, TN Zip Code: 37207

Phone: _____ Fax: _____ Email: _____

Authorized Agent: James F. Watkins, Maynard Nexsen PC

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

James F. Watkins

Print

7/14/25

Date

Applicant Agent

Affiliation to project/Organization

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown — Future Land Use Map (FLUM) Designation

T-5(ii) — Requested Zoning

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

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Field will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

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

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

The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to suppot the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

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

Outlook

RE: Ryan Patel, A&R Development Group, LLC (ZON-UDC-003414-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/14/2025 2:04 PM
To James F. Watkins <jwatkins@maynardnexsen.com>

Good afternoon,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.
   Note: To date, only dated photographs of the Neighborhood Meetings signs have been received.

2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,

Robert S. Biscan

[redacted]

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,

Robert S. Biscan
1554 Sunset Road
Brentwood, TN 37027

James F. Watkins
Direct 251.432.0023
E-mail jwatkins@maynardnexsen.com

MAYNARDNEXSEN

July 24, 2025

HAND DELIVERED

Mr. Logan Anderson
City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, Alabama 36602

Re: A & R Development Group, LLC
Neighborhood Meeting – July 21, 2025 - Documentation

Dear Mr. ~~Anderson~~ Logan:

Enclosed is a Neighborhood Meeting Cover Sheet with attached required documentation collected for the project and proposed re-zoning of the property at 250 St. Francis Street from T-5(i) to T5(ii).

If you have any questions concerning the above, please feel free to contact me.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosures

PLANNING AND ZONING
24 JUL 2025 PM12:12

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 7/24/25

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

_____

_____

Neighborhood Meeting Date: 7/21/25

Neighborhood Meeting Time: 5:00

Neighborhood Meeting Location: Ben May Public Library

_____

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

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

Applicant's Name: A & R Development Group, LLC / James F Watkins - Agent

(First Name & Last Name)

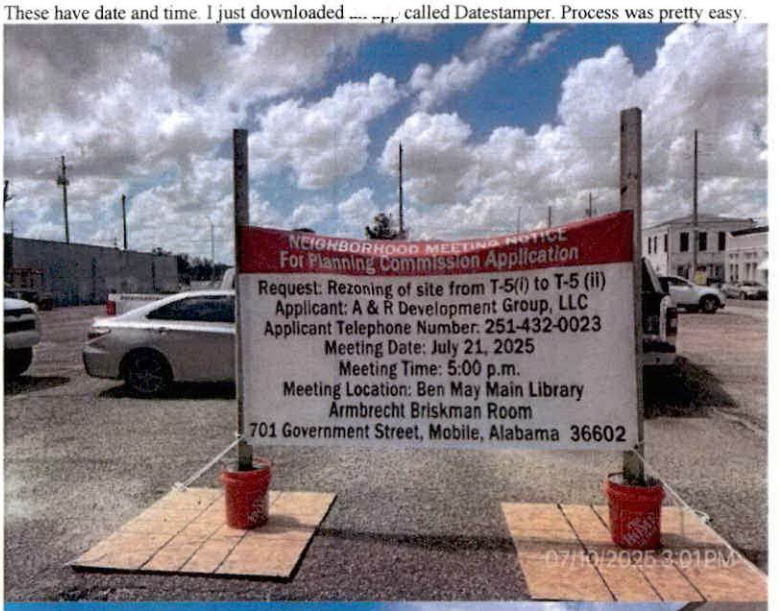
Applicant's signature attesting to the accuracy of the documentation provided:

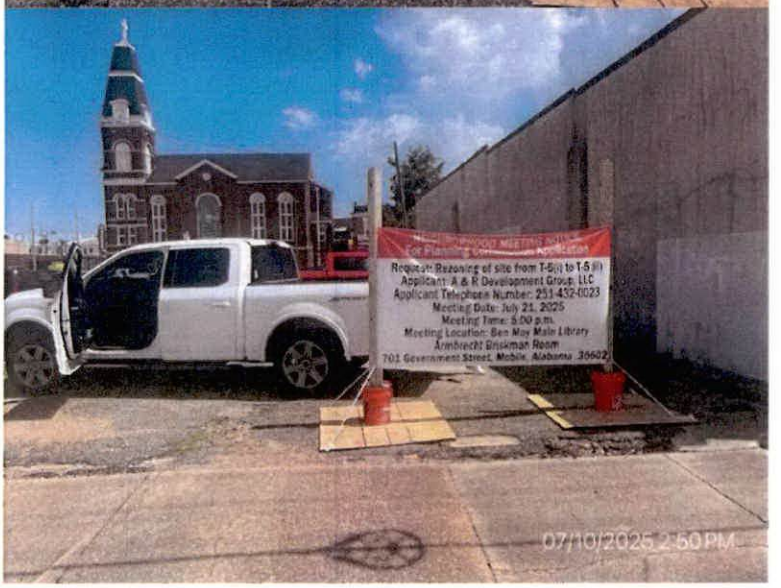
X _____ Date: 7/24/25

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

To: "James F. Watkins" <jwatkins@M Nexsen.com>

These have date and time. I just downloaded ...., called Datestamper. Process was pretty easy.







BISCAN ROBERT S
1554 SUNSET RD
BRENTWOOD, TN 37027

PAGE & JONES INC
52 N JACKSON ST
MOBILE, AL 36602

LEE DEVELOPMENT LLC
PO BOX 2167
MOBILE, AL 36652

BBS INVESTMENTS LLC
PO BOX 1125
SARALAND, AL 36571

MCNEELY MARION BASIL & JEANNINE S MCNEELY
5519 RICHMOND RD
MOBILE, AL 36608

UNITED WAY OF SOUTHWEST ALABAMA INC
PO BOX 89
MOBILE, AL 36601

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

LEE DEVELOPMENT LLC AN ALABAMA LIMITED LIABILTIY C/O MR MICHAEL B LEE
52 N JACKSON ST
MOBILE, AL 36602

ADAMS SAMUEL RUSSELL C/O FIRST HORIZON BANK TRUST RE
4385 POPLAR AVE
MEMPHIS, TN 38117

L F I FORT PIERCE INC A FLORIDA CORPORATION
PO BOX 1380
LAKE WORTH, FL 33460

YAUPON LLC
PO BOX 3086
MOBILE, AL 36652

NAMAN DAVID JOHN & LEANNE COOKE
204 DAUPHIN ST
MOBILE, AL 36602

BWS-LD 2010 PROPERTIES, LP (51%), KIDCO, LLC (39%), B COMPANY, LLC (10%)
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

CAWTHON REAL ESTATE CORP C/O BIENVILLE SQUARE HOTEL LLC ATTN: MIKE COWART
4 OFFICE PARK CIR STE 304
MOUNTAIN BROOK, AL 35223

ALMA ASSOCIATES LLC
216 SAINT FRANCIS ST
MOBILE, AL 36602

PERRYMAN WILLIAM S III & KATHRYN S PERRYMAN
380 COUNTY ROAD 26
PINE APPLE, AL 36768

ANDERSON KEVIN S
51 N JACKSON ST
MOBILE, AL 36602

POINT LOGISTICS LLC
PO BOX 291
MOBILE, AL 36601

WGB PROPERTIES LLC
PO BOX 851013
MOBILE, AL 36685

ACE LAND LLC C/O G5 REALTY LLC
2850 W MAIN ST
MOBILE, AL 36612

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

GSA MOBILE LLC C/O NET LEASE CAPITAL ADVISORS LLC
10 TARA BLVD STE 501
NASHUA, NH 03062

LAFAYETTE LAND ACQUISITIONS LLC
157 N CONCEPTION ST
MOBILE, AL 36603

UNITED WAY OF SOUTHWEST ALABAMA INC
PO DRAWER 89
MOBILE, AL 36601

ANDERSON KEVIN SCOTT
51 JACKSON ST N
MOBILE, AL 36602

NEW LIFE UNITED METHODIST CHURCH OF MOBILE INC
1400 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

NAMAN DAVID J
350 E DURHAM DR
MOBILE, AL 36606

GREER ROBERT A, ROBERT A GREER JR & LESLIE E BUERGER IV
2850 W MAIN ST
MOBILE, AL 36612

ST LOUIS STREET LAND SE LLC, AN ALABAMA LIMITED LIABILITY CO
157 N CONCEPTION ST
MOBILE, AL 36603

KRUEGER MARGARET SHAYNE & NIKOLAUS JOHN KRUEGER
306 SAINT FRANCIS ST
MOBILE, AL 36602

BERBERICH SHERRY R & SCOTT A BERBERICH
PO BOX 1125
SARALAND, AL 36571

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

QUIMBY H WENDELL
PO BOX 6673
MOBILE, AL 36660

MONAHAN 250 LLC C/O MARY MARGARET MONAHAN
300 E DELWOOD DR
MOBILE, AL 36606

CAP AND COMPANY LLC
5908 SHENANDOAH RD S
MOBILE, AL 36608

MO-AL LLC
6 N JACKSON ST, STE C
MO-AL LLC
MOBILE, AL 36602

BUCHANAN HELEN HAYES, AS TRUSTEE OF THE WILLIAM G BUCHANAN RESIDUAL SHARE TRUST
350 CHARLESTON CT
MOBILE, AL 36608

SETTERSTROM MONICA N A 1/3 INT, MARY MARGARET MONAHAN A 1/3 INT & DAVID J NAMAN A 1/3 INT
207 DAUPHIN ST
MOBILE, AL 36602

THREE ZERO EIGHT LLC
308 SAINT MICHAEL ST
MOBILE, AL 36602

NAMAN DAVID J - UNDIV 1/4 INT, RANDY & MONICA NAMAN SETTERSTROM - UNDIV 1/4 INT,
207 DAUPHIN ST
MOBILE, AL 36602

NAMAN DAVID JOHN (UNDIV 1/3 INT RANDY & MONICA %MONICA SETTERSTROM
205 DAUPHIN ST
MOBILE, AL 36602

GONZALEZ LLC C/O SCOTT GONZALEZ
558 S BROAD ST
MOBILE, AL 36603

THREE ZERO EIGHT LLC
308 SAINT MICHAEL ST
MOBILE, AL 36602

BEASLEY ALLEN LLC
218 COMMERCE ST
MONTGOMERY, AL 36104

N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

Notice of Neighborhood Meeting

July 2, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that A & R Development Group, L.L.C., or its assigns, will be submitting to the Mobile City Planning Commission:

> Application for Zoning Change to rezone the property at 250 St. Francis Street, Mobile, Alabama 36602 from T-5.1 Mixed Use – Medium Intensity to T-5.2 – Mixed Use – Medium Intensity

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

July 21, 2025
5:00 p.m
Ben May Main Library
Armbrecht Briskman Meeting Room
701 Government Street
Mobile, Alabama 36602

You are receiving this notice because your property is located within 300 feet of 250 St. Francis Street, Mobile, Alabama, in compliance with the notification requirements of Article 5 of the City of Mobile Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

James F. Watkins, as agent for applicant
Maynard Nexsen PC
11 North Water Street, Suite 24290
Mobile, Alabama 36602
(251) 432-0001
Jwatkins@maynardnexsen.com

Neighborhood Meeting

Date: July 21, 2025

Time: 5:00 p.m.

Location of Neighborhood Meeting: Ben May Main Library
701 Government Street, Mobile, AL 36602

Project Location: 250 St. Francis Street, Mobile, AL

Project/Application (e.g. Rezoning from R-1 to B-1):
Re-zoning - T5(i) to T(5)(:i)

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

X _____ Date: 7/24/25

Please Sign In:

Name: James F. Watkins Email: jwatkins@maynardnexsen.com
Address: 11 N. Water St. Suite 24290 Mobile, AL 36602 Phone: 251-432-0001

Name: Zach Hoyt Email: zach@anrgroup.com
Address: 1585 Gulf Shores Pkwy Gulf Shores, AL 36542 Phone: 251-979-5763

Name: ROBERT ADAIR Email: _____
Address: 300 DAUPHIN ST MOBILE AL 36602 Phone: 251-776-8538

Name: BAY HALPERN Email: _____
Address: 351 Conti St., Apt. 3M Phone: 615-278-0091

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: JOAN HOFFMAN Email: ——

Address: 13 N. JULIA ST. Phone: 251-776-3874

Name: Mya Falgout Email: WKRG

Address: _____ Phone: _____

Name: Lucy Cope Email: LucyCopE61@gmail.com

Address: 308 St Louis Phone: 251-490-3803

Name: Lee Weissinger Email: LeeWeissinger@gmail.com

Address: 254 N Jackson St Mobile Phone: 617 423 0882

Name: COLIN CAMPBELL Email: _____

Address: 1104 OLD SHELL RD Phone: 872-257-4500

Name: David Cagle Email: david@mydowntownchurch.com

Address: 251 St. Francis St. Phone: 251-447-4407

Name: Martin Cunningham Email: martin.Cunningham@DJ powers.com

Address: 205 ST. LOUIS ST. Phone: 251 610-1006

Name: DICK BUCHANAN Email: dick@buchananlumbermobile.com

Address: P.O. BOX 2105, MOBILE, AL 36601 Phone: 251-349-2245

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: Jeremy Millirg Email: jeremy@millingre.com

Address: 220 St. Michael Street. Phone: (251) 421-0919

Name: Margo Aldenton Email: firehousewinebar@yahoo.com

Address: 216 Saint Francis Phone: 917-684-0330

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: July 21, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Ben May Library - Mobile
701 Government Street, Mobile 36602

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

The applicant is requesting to re-zone property at 250 St. Francis Street from T-5(i) to T-5(i) in order to build a 5 story, 132 +/- room branded hotel.

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

A site plan and floor design were provided on both a large format and handout version. Scale renderings and ~~aerial~~ aerial view renderings were also provided.

Please attach copies of the distributed information to this summary.

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

Please see attached summary.

Neighborhood Meeting Summary

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application:** _____

(Meeting summary, continued)

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

The Neighborhood Meeting ended at the following time: 6:30 p.m.

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

X _____ Date: 7/24/25

Neighborhood Meeting

July 21, 2025

A & R Development Group, LLC

The meeting was called to order at 5:00 pm on Monday July 21, 2025. James Watkins, attorney for the applicant, introduced the project and the proposal for re-zoning the property at 250 St. Francis Street from T-5(i) to T-5(ii). The need for the re-zoning was to allow a greater building height and a larger room count in the proposed hotel. Copies of the site plan and the scaling renderings were placed around the room for attendees to view. Mr. Watkins referred to the elevations and reminded the attendees that the re-zoning was not site plan specific, but the exhibits were being provided to give people an indication of what a hotel on the site might look like.

Mr. Watkins introduced Zach Hoyt, the President of A & R Development Group, LLC, the developer of the project, who discussed his company's history in Mobile and other hotel properties they owned and operated in Mobile and Baldwin Counties. He described the project including the height, floor and room count, and timeline for development. He indicated that the expectation was that the building would be 73,000 +/- square feet in size, would have 5 floors and approximately 132 rooms. He expected to commence construction in the second quarter of 2026 and be complete in the fourth quarter of 2027, and 18 month construction timeline. After his presentation he opened the floor for questions.

Attendees asked questions (answers were by both Mr. Hoyt and Mr. Watkins):

Q. Is the site in a historic district.

A. The site is in the DDD but not in a historic district. That answer was corrected as the site is a historic district.

Q. Are the renderings what will be built? Comments were made that the drawings were "ugly" and "really obnoxious". "The building looks like something you would see on the side of the highway, not downtown Mobile".

A. The renderings are to reflect scale of the building. No formal design drawings have been commissioned yet. Developer wanted to get entitlements in place before they engaged the architects. Ultimately the building design would have to meet the

Downtown Development District requirements and any other codes or ordinances governing the site.

Q. Why are you coming into downtown Mobile? What are the economics?

A. The proposed Home2 Suites brand is an extended stay format. Downtown Mobile has several hotel offerings but not much in the extended stay category. Additionally, with the new civic center and the move of the airport to Brookley, the return of the cruise ship and AmTrack service, the developer believes there will be an increase in hotel demand in the area.

Q. A St. Francis Street resident asked about stormwater given some street flooding in the area. They also asked about whether the building would be on a slab or if pilings would be required.

A. The site will be developed in accordance with the City Storm Water Ordinance. The engineering plans on drainage and whether a slab or piles would be used had not been determined at this stage.

Q. How would the hotel handle parking? There did not appear from the plans to be a lot of on-site parking.

A. The developer group has secured a long term lease for an adjacent parking lot to allow for hotel guests to have nearby parking.

Q. Would developer employ semi-permeable surfacing to reduce stormwater from parking lots?

A. Developer was not sure what surfacing would be but would be willing to consider that if a viable option.

Q. Will there be any commercial uses as a part of the building? Bar, restaurants, shops?

A. There will be no non-hotel guest amenities built into this facility.

Q. The pastor from the church across St. Francis asked about the construction schedule and whether any streets would be closed and, if so, for how long.

A. The project is expected to be 18 months of construction. At this time the developer was not aware as to whether any streets would be required to be closed.

Q. What was the landscaping plan for the site?

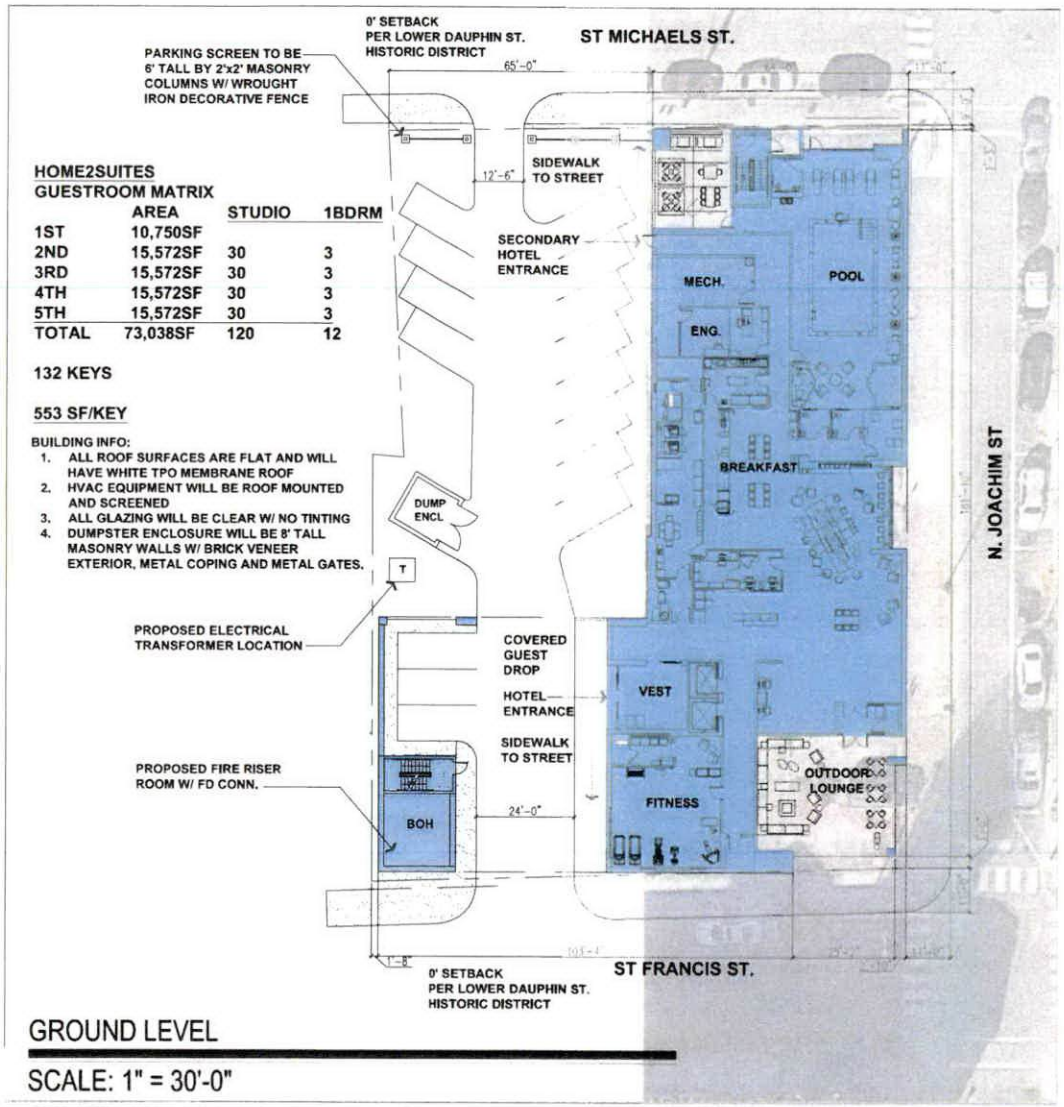
A. No landscape plan was completed yet. The site would comply with the ordinance.

Q. Would the operator of the hotel offer memberships for neighbors to use the pool at the hotel like the Battle House?

A. No.

At the end of the question and answer period there were several additional comments about the architecture of the building and things that could be done to make it feel more like a part of downtown. Attendees pointed to the Hilton Garden Inn and the Hampton Inn as examples of incorporating architectural elements that made those buildings a better fit in the downtown area. The developer took note of those comments.

The meeting was closed at 6:30.



HOME2SUITES
GUESTROOM MATRIX

	AREA	STUDIO	1BDRM
1ST	10,750SF		
2ND	15,572SF	30	3
3RD	15,572SF	30	3
4TH	15,572SF	30	3
5TH	15,572SF	30	3
TOTAL	73,038SF	120	12

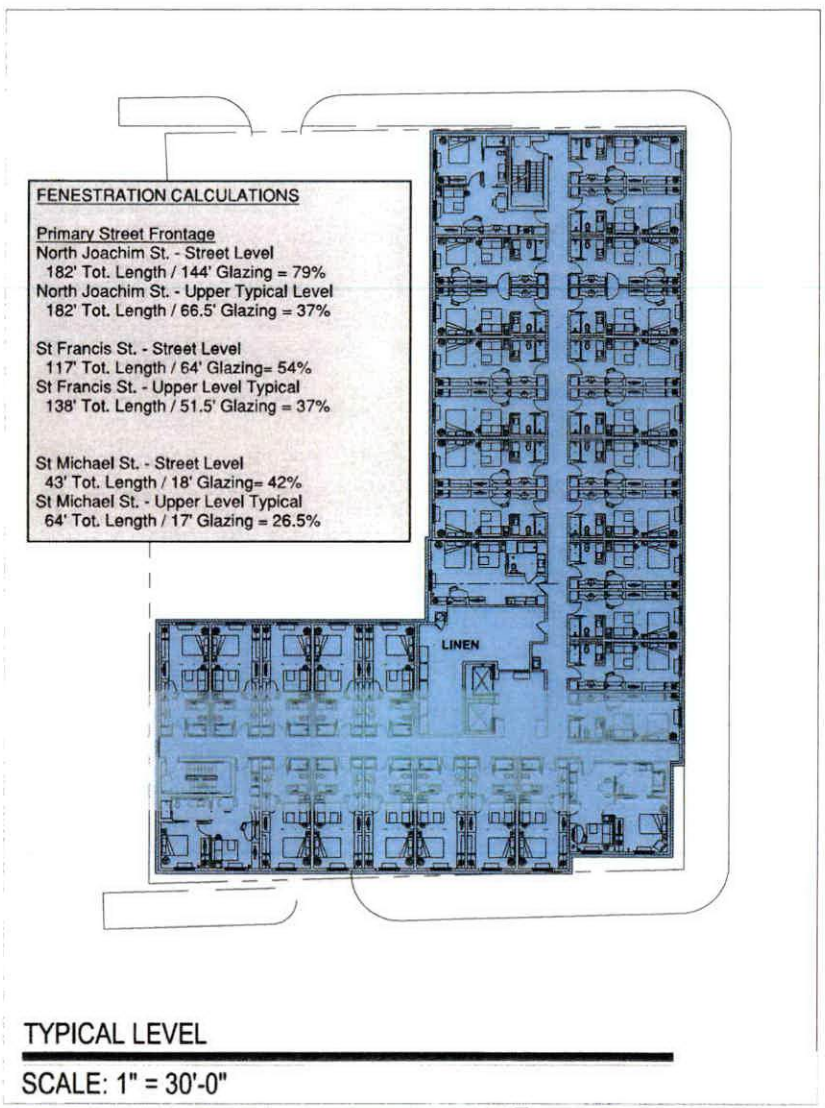
132 KEYS

553 SF/KEY

BUILDING INFO:
1. ALL ROOF SURFACES ARE FLAT AND WILL HAVE WHITE TPO MEMBRANE ROOF
2. HVAC EQUIPMENT WILL BE ROOF MOUNTED AND SCREENED
3. ALL GLAZING WILL BE CLEAR W/ NO TINTING
4. DUMPSTER ENCLOSURE WILL BE 8' TALL MASONRY WALLS W/ BRICK VENEER EXTERIOR, METAL COPING AND METAL GATES.

GROUND LEVEL

SCALE: 1" = 30'-0"



TYPICAL LEVEL

SCALE: 1" = 30'-0"

RIVERMONTARYLAND DEVELOPMENT GROUP

HOME2SUITES

Mobile Alabama

10 May 2024

BCA-STUDIOS ARCHITECTS
GAINESVILLE | ATLANTA



RDG
RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE / ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA


Google Earth


E.O. WILSON
Google Earth


Google Earth

Google Earth

BISCAN ROBERT S
1554 SUNSET RD
BRENTWOOD, TN 37027

PAGE & JONES INC
52 N JACKSON ST
MOBILE, AL 36602

LEE DEVELOPMENT LLC
PO BOX 2167
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ADAMS SAMUEL RUSSELL C/O FIRST HORIZON BANK TRUST RE
4385 POPLAR AVE
MEMPHIS, TN 38117

L F I FORT PIERCE INC A FLORIDA CORPORATION
PO BOX 1380
LAKE WORTH, FL 33460

YAUPON LLC
PO BOX 3086
MOBILE, AL 36652

NAMAN DAVID JOHN & LEANNE COOKE
204 DAUPHIN ST
MOBILE, AL 36602

BWS-LD 2010 PROPERTIES, LP (51%), KIDCO, LLC (39%), B COMPANY, LLC (10%)
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

CAWTHON REAL ESTATE CORP C/O BIENVILLE SQUARE HOTEL LLC ATTN: MIKE COWART
4 OFFICE PARK CIR STE 304
MOUNTAIN BROOK, AL 35223

ALMA ASSOCIATES LLC
216 SAINT FRANCIS ST
MOBILE, AL 36602

PERRYMAN WILLIAM S III & KATHRYN S PERRYMAN
380 COUNTY ROAD 26
PINE APPLE, AL 36768

ANDERSON KEVIN S
51 N JACKSON ST
MOBILE, AL 36602

POINT LOGISTICS LLC
PO BOX 291
MOBILE, AL 36601

WGB PROPERTIES LLC
PO BOX 851013
MOBILE, AL 36685

ACE LAND LLC C/O G5 REALTY LLC
2850 W MAIN ST
MOBILE, AL 36612

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

GSA MOBILE LLC C/O NET LEASE CAPITAL ADVISORS LLC
10 TARA BLVD STE 501
NASHUA, NH 03062

LAFAYETTE LAND ACQUISITIONS LLC
157 N CONCEPTION ST
MOBILE, AL 36603

UNITED WAY OF SOUTHWEST ALABAMA INC
PO DRAWER 89
MOBILE, AL 36601

ANDERSON KEVIN SCOTT
51 JACKSON ST N
MOBILE, AL 36602

NEW LIFE UNITED METHODIST CHURCH OF MOBILE INC
1400 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

NAMAN DAVID J
350 E DURHAM DR
MOBILE, AL 36606

GREER ROBERT A, ROBERT A GREER JR & LESLIE E BUERGER IV
2850 W MAIN ST
MOBILE, AL 36612

ST LOUIS STREET LAND SE LLC, AN ALABAMA LIMITED LIABILITY CO
157 N CONCEPTION ST
MOBILE, AL 36603

KRUEGER MARGARET SHAYNE & NIKOLAUS JOHN KRUEGER
306 SAINT FRANCIS ST
MOBILE, AL 36602

BERBERICH SHERRY R & SCOTT A BERBERICH
PO BOX 1125
SARALAND, AL 36571

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

QUIMBY H WENDELL
PO BOX 6673
MOBILE, AL 36660

MONAHAN 250 LLC C/O MARY MARGARET MONAHAN
300 E DELWOOD DR
MOBILE, AL 36606

CAP AND COMPANY LLC
5908 SHENANDOAH RD S
MOBILE, AL 36608

MO-AL LLC
6 N JACKSON ST, STE C
MO-AL LLC
MOBILE, AL 36602

BUCHANAN HELEN HAYES, AS TRUSTEE OF THE WILLIAM G BUCHANAN RESIDUAL SHARE TRUST
350 CHARLESTON CT
MOBILE, AL 36608

SETTERSTROM MONICA N A 1/3 INT, MARY MARGARET MONAHAN A 1/3 INT & DAVID J NAMAN A 1/3 INT
207 DAUPHIN ST
MOBILE, AL 36602

THREE ZERO EIGHT LLC
308 SAINT MICHAEL ST
MOBILE, AL 36602

NAMAN DAVID J - UNDIV 1/4 INT, RANDY & MONICA NAMAN SETTERSTROM - UNDIV 1/4 INT,
207 DAUPHIN ST
MOBILE, AL 36602

NAMAN DAVID JOHN (UNDIV 1/3 INT RANDY & MONICA %MONICA SETTERSTROM
205 DAUPHIN ST
MOBILE, AL 36602

GONZALEZ LLC C/O SCOTT GONZALEZ
558 S BROAD ST
MOBILE, AL 36603

THREE ZERO EIGHT LLC
308 SAINT MICHAEL ST
MOBILE, AL 36602

BEASLEY ALLEN LLC
218 COMMERCE ST
MONTGOMERY, AL 36104

James F. Watkins
Maynard Nexsen PC
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, AL 36542

Agenda Item # 8

ZON-UDC-003414-2025

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

Applicant Materials for Consideration

DETAILS

Location:
250 Saint Francis Street

Applicant / Agent:
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

Property Owner:
Robert Biscan

Current Zoning:
T-5.1 Sub-District of the Downtown Development District

Proposed Zoning:
T-5.2 Sub-District of the Downtown Development District

Future Land Use:
Downtown

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Amendment to the the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2

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

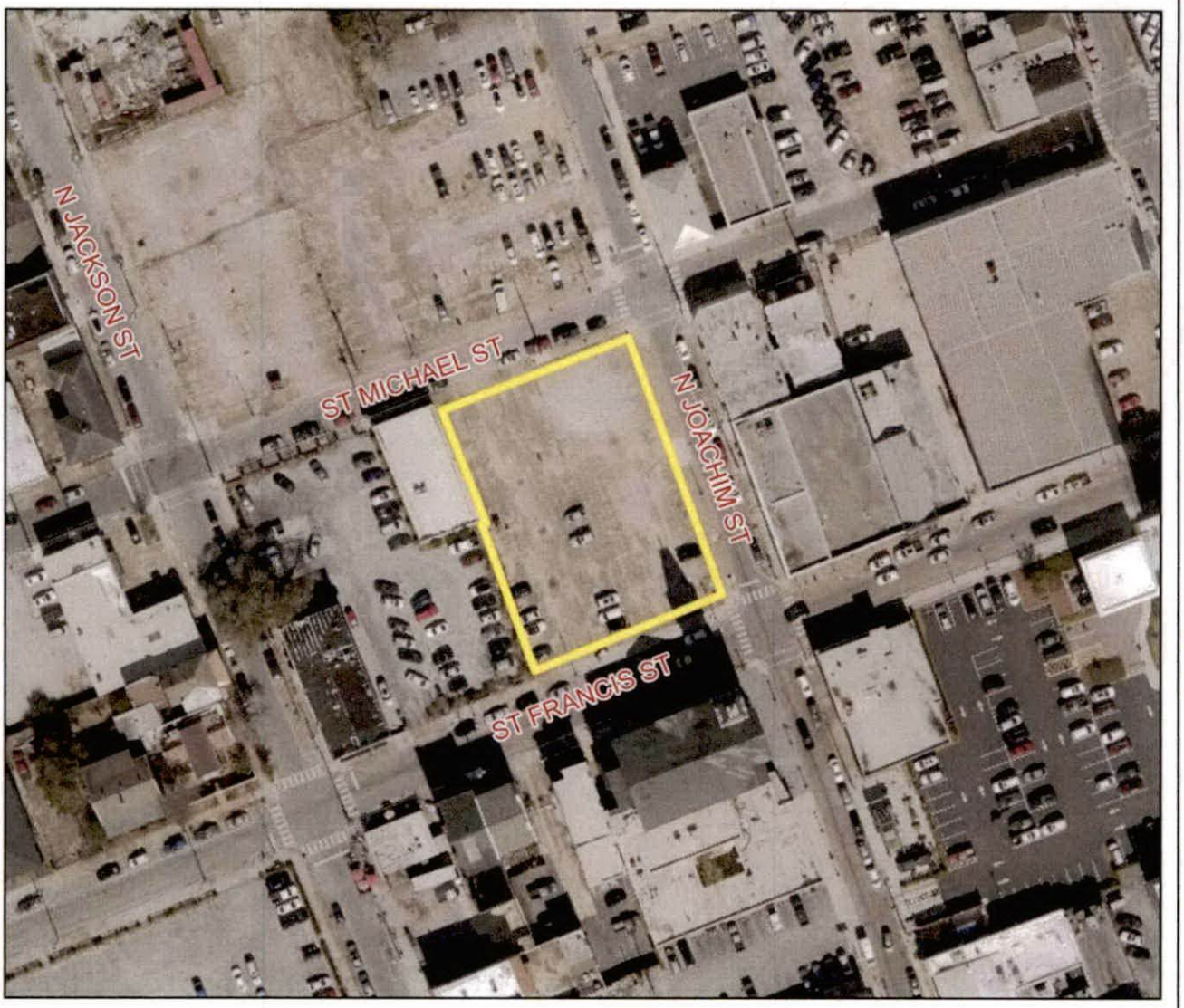
Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

N

NTS

SITE HISTORY

In March 2008, the site was before the Planning Commission for a one-lot Subdivision, Condominium Subdivision, which was recorded in Probate Court.

In January 2014, the City Council rezoned the site from B-4 to T-5.1, with the adoption of the Downtown Development District.

There have been no other cases for the site before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Appendix A, Section 9.C of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant is requesting an amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the West that are currently zoned T-5.1 and used as an office and a parking lot. To the North, across St. Michael Street is a T-5.1 property developed as a parking lot. To the South, across St. Francis Street, are a church and an office, both zoned T-5.1. Properties to the East, across North Joachim Street, are zoned T-5.2 and are occupied by offices.

The site plan submitted with the rezoning application has been submitted to the Consolidated Review Committee (CRC) for review, and has been found to have several aspects that either needed additional information provided, needed to be revised to comply, or required a variance to be granted by the Board of Zoning Adjustment.

It should be noted that the site is located in the Lower Dauphin Street Historic District, therefore any development will require a Certificate of Approval from the Architectural Review Board (ARB).

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

The Downtown Development District (DDD) regulations state in Appendix A, Section 4.E.1. the following criteria for adjustments to the transect sub-district, including:

(a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.
(b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.
(c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

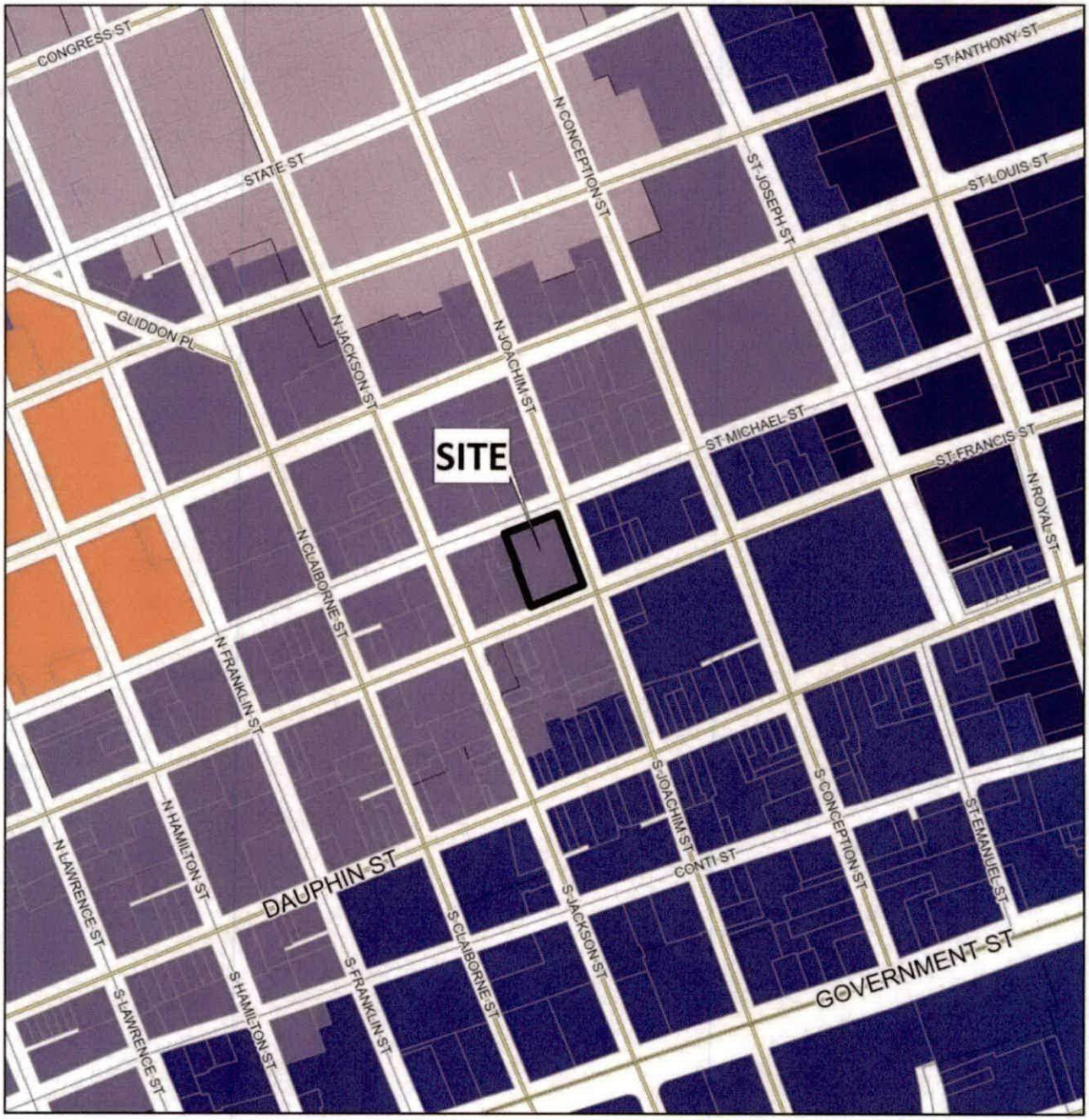
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to T-5.2, the following condition should apply:

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

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE August 21, 2025

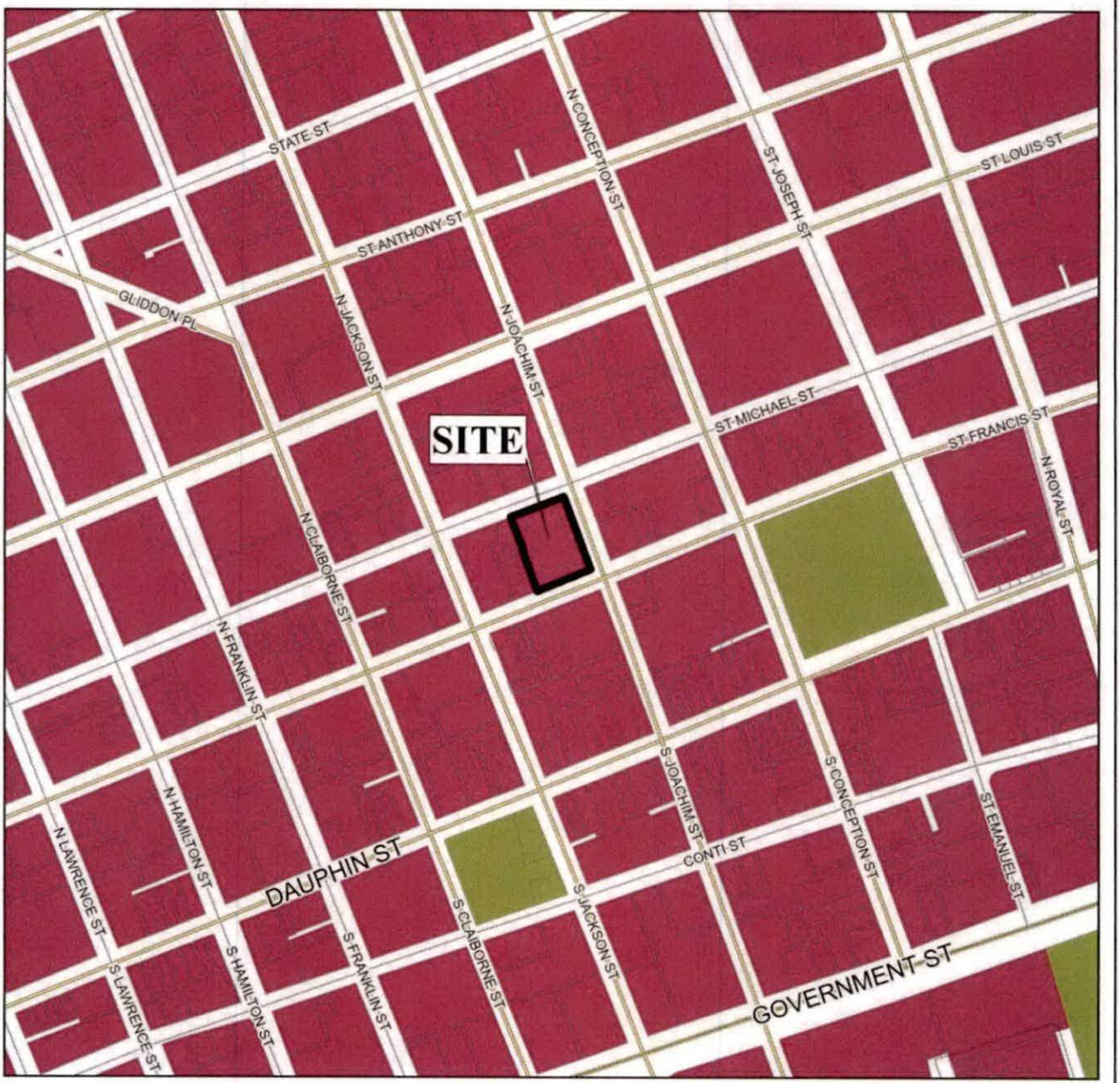
APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

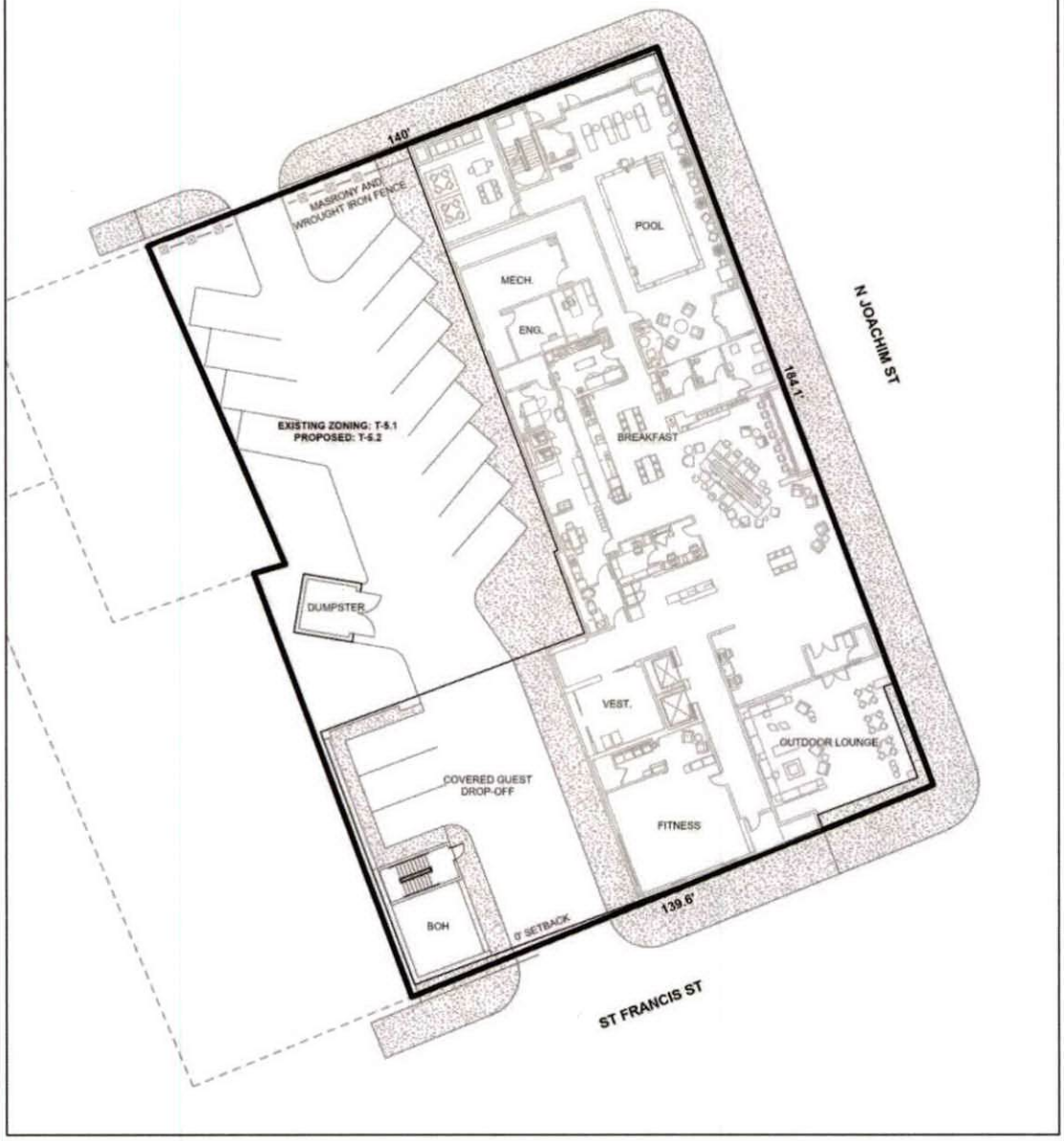
REQUEST Rezoning from T-5.1 to T-5.2

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

N

NTS

SITE PLAN



The site plan illustrates proposed buildings, drives, setback and parking.

APPLICATION NUMBER 8 DATE August 21, 2025	N NTS
APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)	
REQUEST Rezoning from T-5.1 to T-5.2	

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approval requested for petition to revoke business license at 1608 St. Stephens Road / Phat Tuesday's

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 1 CITY OF MOBILE - resolution
2. 2 Hearing Request Phat Tuesday
3. 3 NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL v2_ (002)
4. 4 EXHIBIT A Chronological list
5. 5 Vegliacich Affirmation
6. 6 Vegliacich Affidavit
7. 7 Business Entity Records _ Alabama Secretary of State
8. 8 Sec of State Articles of Incorporation
9. 9 City Business License
10. Call for ph_Phat Tuesday

REVIEWERS:
Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson

A RESOLUTION OF THE CITY COUNCIL OF MOBILE REGARDING THE REVOCATION OR SUSPENSION OF THE CITY BUSINESS LICENSE OF PHAT TUESDAY SPORTS BAR, LLC

WHEREAS the City Council of Mobile is empowered under Mobile City Code §34-64(a)–(b) to revoke, suspend, or refuse renewal of any business license issued by the City when the licensee, its agents, or employees violate provisions of the City Code or state law relating to the licensed business; and

WHEREAS proper written notice of a public hearing, as required by §34-64(c), was issued to Phat Tuesday Sports Bar, LLC, c/o Robert L. King, III, registered agent/member, on September 12, 2025; WITH SERVICE AFFIRMED BY City staff; and

WHEREAS on September 23, 2025, the Council held a duly noticed public hearing to consider the proposed revocation or suspension of the City business license for Phat Tuesday Sports Bar, LLC, 1608 St. Stevens Road, Mobile, Alabama 36603; and

WHEREAS the Council reviewed the Chronological Incident Index (Exhibit A) documenting violations, arrests, and public-safety issues from January 2022 through August 2025, heard testimony from City staff, law-enforcement officers, and other witnesses, and received evidence offered by or on behalf of the licensee.

FINDINGS OF FACT

After considering all evidence, the City Council finds:

1. **Alcohol violations:** On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

2. **Controlled substances:** Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

3. **Weapons and violence:** Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

4. **Search warrant & arrest:** On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

5. **Illegal gambling devices:** Gambling machines were documented and seized during operations, including on April 26, 2022.

6. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2).

CONCLUSIONS OF LAW

- The above Findings constitute grounds under Mobile City Code §34-64(a) for revocation or suspension of the business license of Phat Tuesday Sports Bar, LLC.

- The Council further concludes, pursuant to §34-64(e)(2), that operation of the business at 1608 St. Stephens Road has created circumstances detrimental to the public health, safety, and welfare and, therefore, warrants the premises-based restrictions provided in that section.

ORDER

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mobile:

1. The City business license of Phat Tuesday Sports Bar, LLC, License No. 94813, for operation at 1608 St. Stephens Road, Mobile, Alabama, is hereby:

   ☐ **REVOKED**, effective immediately upon adoption of this Resolution;

   ☐ **SUSPENDED** for a period of [__] months beginning [date], with reinstatement conditioned on [security plan / hours / cameras / compliance training];

   ☐ **NON-RENEWED**, effective [date].

2. Pursuant to §34-64(e)(1), no new business license shall be issued to the licensee or its affiliates for twelve (12) months following revocation/suspension.

3. Pursuant to §34-64(e)(2), no new license shall be issued for the operation of the same or similar business at the premises for twelve (12) months from the effective date.

4. The licensee shall cease all business operations requiring a City license as of the effective date and shall surrender the license certificate to the Revenue Department within 24 hours.

5. Operating without a valid license after revocation or during suspension may result in citation, injunction, or other enforcement as allowed by law.

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCILOF THE CITY OF MOBILE that the license of the business **PHAT TUESDAY SPORTS BAR. LLC** is hereby revoked.

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

ATTEST:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 18, 2025

TO: Lisa Lambert, City Clerk

FROM: Cherlina Montero, Assistant City Attorney
Chief - Civil Division

RE: Business License Revocation and/or Suspension Hearing Request

Please place the following notice on the City Council Agenda for Tuesday September 23, 2025.

A PUBLIC HEARING TO DETERMINE IF ACTIVITIES ARSING OUT OF BUSINESS Phat Tuesday Sports Bar, LLC, 1608 ST STEPHENS RD. MOBILE, AL. 36603 OWNED BY ROBERT L. KING AS MEMBER HAS LED TO OR RESULTED IN THE CREATION OF A PUBLIC NUISANCE OR LEAD TO CIRCUMSTANCES THAT ARE DETRIMENTAL TO THE PUBLIC SAFTY AND WELFARE AS SET FORTH IN CITY OF MOBILE MUNICIPAL CODE CHAPTER 34 ARTICLE 4 SECTION 34-64

Phat Tuesday Sports Bar, LLC

CPM/tcl

STATE OF ALABAMA

CITY OF MOBILE

NOTICE OF INTENT
TO REVOKE CITY BUSINESS LICENSE

Date: September 12, 2025

VIA: Hand Delivery
TO: Phat Tuesday Sports Bar, LLC
c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.
Mailing Address of Record: 1608 ST STEPHENS RD. MOBILE, AL. 36603
Premises Address: 1608 ST STEPHENS RD., MOBILE, AL. 36603
Entity ID Number: 000-002-641

RE: NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL — Proposed Revocation and/or Suspension of City Business License for Phat Tuesday Sports Bar, LLC at 1608 ST STEPHENS RD., MOBILE, AL. 36603

Authority

This hearing is held under Mobile City Code §34-64, which authorizes the City Council to revoke, suspend, or refuse renewal of a business license for violations of City Code/ordinances or state law relating to the business, and for other causes specified in §34-64(a)–(b).

Time and Place of Hearing (Mobile Code §34-64(c))

- **Date/Time: September 23, 2025 at 10:30 am**
- **Location:** Auditorium of Mobile Government Plaza, 200 Government Street, Mobile, AL. 36602
- **Hearing Body:** City Council of Mobile

Grounds

The City proposes **revocation and or suspension** based on the following, each relating to operations at 1608 ST STEPHENS RD. MOBILE, AL. 36603 (see **Exhibit A – Chronological Incident Index**

Your Rights (Mobile Code §34-64(c))

At the hearing, the Council **shall hear all evidence** offered by any party bearing on the question of **revocation, suspension, or refusal of renewal**. You may:

- Appear personally and/or by counsel,
- Present documents and witnesses, and
- Cross-examine witnesses.

Potential Outcomes (Mobile Code §34-64(d)–(e))

- **Suspension** for up to **12 months** (≤6 months for inadvertent/quickly correctable violations), with possible **conditions** for reinstatement.
- **Revocation**, with a **12-month bar** on new licenses to the licensee/affiliates and, upon applicable findings under §34-64(e)(2)(a)–(e), a **12-month bar** on any **same/similar business at the premises**.
- **Non-renewal** upon the same grounds as revocation/suspension.

Contact:

Cherlina P. Monteiro
Chief Assistant City Attorney
Civil Division
P. O. Box 1827
Mobile, AL 36633-1827
251-510-8167 - direct line
cherlina@cityofmobile.org

Enclosures: Exhibit A (Chronological Incident Index); Copies of Mobile Code §34-64.

EXHIBIT A

Chronological list of documented issues, violations, arrests, and related activity at 1608 St. Stephens Road ("Phat Tuesday Sports Bar LLC."),

2022

- **01/06/2022 – Theft of Property**
  - Case: M222-01-00658
  - Victim's purse, credit cards, and pistol stolen from restroom.
  - Disposition: Report taken

- **02/07/2022 – Vehicle Burglary**
  - Case: M222-02-00710
  - Suspect on video entering car, stole 9mm handgun, entered club.
  - Disposition: Report
  .
- **02/09/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-01023
  - MPD Narcotics/CI bought 2.6g marijuana from unknown Black male.
  - Disposition: Evidence seized
  .
- **02/14/2022 – Disorderly Female**
  - Case: M222-02-01544
  - Irate subject removed; transported to Metro Jail

- **02/17/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02080
  - 1.0g marijuana purchased by CI
  .
- **02/20/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02447 – 1.7g marijuana purchased
  .
- **03/11/2022 – Controlled Buy (Marijuana)**
  - Case: M222-03-01317 – 3g marijuana purchased from "DJ"

- **03/17/2022 – Gambling & Drug Buy**
  - Cases: M222-03-02198 / M222-03-02201
  - UC played gambling machine ($20→$25 cash-out); CI bought 1g marijuana from bartender "Yolanda."

- **03/19/2022 – Gun Complaint/Drug Arrest**
  - Case: M222-03-02356
  - Two subjects arrested for marijuana/controlled substances after pursuit

.

- **03/20/2022 – Controlled Buy**
  - Case: M222-03-02558 – 2.6g marijuana from DJ

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- **03/31/2022 – Controlled Buy & Gambling**
  - Cases: M222-03-04032 (3.2g from DJ Davey Richardson); M222-04-00045 (gambling machine)

.

- **04/03/2022 – Marijuana Buy & Gambling**
  - Cases: M222-04-00362 (1.1g marijuana); M222-04-00363 (gambling machine)

.

- **04/03/2022 – Shots Fired at Club**
  - Case: M222-04-00260 – Vehicle and club struck; suspect fled

.

- **04/26/2022 – Search Warrant (SWAT/K9)**
  - Case: M222-04-03281
  - Seized: gambling devices, handgun, $5,535, Alprazolam, marijuana.
  - Arrests: Richard Johnson (gambling, pistol by forbidden person); Abbie Perry (marijuana, controlled substance)

.

- **11/21/2022 – Sexual Assault Report**
  - Case: M222-11-02443 – Victim declined charges 12/06/22

.

- **12/03/2022 – Shooting (2 Victims)**
  - Case: M222-12-00310 – One victim critically injured

2023

- **02/06/2023 – Weapons Arrest**
  - Case: M223-02-00563 – Two suspects arrested, guns found

.

- **05/22/2023 – Large Fight in Club**
  - Case: M223-05-02570 – Subjects dispersed; no arrests

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- **09/10/2023 – Vehicle Vandalism**
  - Case: M223-09-00985

.

- **10/21/2023 – Vehicle Damaged in Shooting**
  - Case: M223-10-02349

.

- **10/22/2023 – Disorderly w/ Handgun**
  - Case: M223-10-02450 – Two arrested

2024

- **11/17/2024 – Robbery/Disorderly**
  - Case: M224-11-01767
  .
- **11/29/2024 – Vandalism During Fight**
  - Case: M224-11-02958
  .
- **12/22/2024 – Stabbing with Bottle**
  - Case: M224-12-02351 – Victim lacerated

2025

- **01/01/2025 – Shooting Victim**
  - Case: M225-01-00016 – Victim shot at club, transported by POV
- **02/09/2025 – Armed Altercation**
  - Case: M225-02-00845 – AR-15 seized; suspect arrested
  .
- **04/04/2025 – Shots Fired (Casings Found)**
  - Case: M225-04-00401
  .
- **06/01/2025 – Altercation & Drug Arrest**
  - Cases: M225-06-00016 (marijuana & gun; arrest); M225-06-00018 (shooter arrested)
  .
- **06/04/2025 – Controlled Buy (Bartender "Keke")**
  - Case: M225-07-02435
  .
- **06/15/2025 – Physical Altercation**
  - Case: M225-06-01597 – Pepper spray used; no arrests
  .
- **07/02/2025 – Marijuana Buy (Keaira McMillian)**
  - Case: M225-07-00245
  .
- **07/05/2025 – Vehicle Investigation (Weapons)**
  - Case: M225-07-00439 – Arrest; 2 handguns seized
  .
- **07/23/2025 – Marijuana Buy (CW)**
  - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
  .
- **07/26/2025 – After-Hours Alcohol Sale**

    - Case: M225-07-02435 – Alcohol sold ~2:18am

.

- **08/06/2025 – After-Hours Alcohol Sales**
    - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed

.

- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
    - Case: M225-07-02435 – Sunday alcohol sale; citation issued

.

- **08/10/2025 – Controlled Buy (Marijuana)**
    - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian

.

- **08/14/2025 – Search Warrant (Handgun Seized)**
    - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)

.

- **08/17/2025 – Parking Tickets (9 Issued)**
    - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls

.

- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

Affirmation of Issued Notice

September 12, 2025

State of Alabama
County of Mobile

Subject Business: Phat Tuesday Sports Bar, LLC
4608 St. Stephens Road
Mobile, AL 36603

My name and official title is SGT NICK VEGLIACICH. I can be reached at the phone number 251-208-7980 or by email address NICK.VEGLIACICH@CITYOFMOBILE.ORG

I affirm that Written Notice as required by City Code section 34-64 (c) Notice of Hearing on Revocation and/or Suspension of Business License has been issued to Robert L. King, III as registered agent/member of Phat Tuesday Sports Bar, LLC.

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

SGT N Vegliacich
Signature Of Officer

Robert L. King, III

Richard Johnson

MOBILE
ALABAMA

STATE OF ALABAMA

CITY OF MOBILE

NOTICE OF INTENT TO REVOKE CITY BUSINESS LICENSE

Date: September 12, 2025

VIA: Hand Delivery
TO: Phat Tuesday Sports Bar, LLC
c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.
Mailing Address of Record: 1608 ST STEPHENS RD. MOBILE, AL. 36603
Premises Address: 1608 ST STEPHENS RD., MOBILE, AL. 36603
Entity ID Number: 000-002-641

RE: NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL — Proposed Revocation and/or Suspension of City Business License for Phat Tuesday Sports Bar, LLC at 1608 ST STEPHENS RD., MOBILE, AL. 36603

Authority

This hearing is held under Mobile City Code §34-64, which authorizes the City Council to revoke, suspend, or refuse renewal of a business license for violations of City Code/ordinances or state law relating to the business, and for other causes specified in §34-64(a)–(b).

Time and Place of Hearing (Mobile Code §34-64(c))

- **Date/Time: September 23, 2025 at 10:30 am**
- **Location:** Auditorium of Mobile Government Plaza, 200 Government Street, Mobile, AL. 36602
- **Hearing Body:** City Council of Mobile

Grounds

The City proposes **revocation and or suspension** based on the following, each relating to operations at 1608 ST STEPHENS RD. MOBILE, AL. 36603 (see **Exhibit A – Chronological Incident Index**

Your Rights (Mobile Code §34-64(c))

At the hearing, the Council **shall hear all evidence** offered by any party bearing on the question of **revocation, suspension, or refusal of renewal**. You may:

- Appear personally and/or by counsel,
- Present documents and witnesses, and
- Cross-examine witnesses.

Potential Outcomes (Mobile Code §34-64(d)–(e))

- **Suspension** for up to **12 months** (≤6 months for inadvertent/quickly correctable violations), with possible **conditions** for reinstatement.
- **Revocation**, with a **12-month bar** on new licenses to the licensee/affiliates and, upon applicable findings under §34-64(e)(2)(a)–(e), a **12-month bar** on any **same/similar business at the premises**.
- **Non-renewal** upon the same grounds as revocation/suspension.

Contact:

Cherlina P. Monteiro
Chief Assistant City Attorney
Civil Division
P. O. Box 1827
Mobile, AL 36633-1827
251-510-8167 - direct line
cherlina@cityofmobile.org

Enclosures: Exhibit A (Chronological Incident Index); Copies of Mobile Code §34-64.

EXHIBIT A

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- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

(See consolidated binder)

Affirmation of Service of Notice of Hearing

City Code § 34-64(c) — Revocation/Suspension of Business License

State of Alabama
County of Mobile

Subject Business: Phat Tuesday's Sports Bar, LLC
Business Location: 1608 St. Stephens Road, Mobile, AL 36603
Mailing Address (if different): 73 Acacia St., Mobile, AL 36607-2610

Affiant (Server): Sgt. Nick Vegliacich, Mobile Police Department
Phone: 251-208-7211 Email: nick.vegliacich@cityofmobile.org

Document Served

Notice of Hearing on Revocation and/or Suspension of Business License (City Code § 34-64(c)), with exhibit list and draft council resolution (collectively, "Notice").

Method, Date, Time, and Place of Service

- **Method:** Personal, in-hand delivery
- **Date:** September 12, 2025
- **Time:** 4:00pm (CDT)
- **Location:** 1608 St. Stephens Road, Mobile, AL 36603

Person Served and Capacity

- **Name:** Richard Johnson
- **Capacity:** On-site **general manager/managing agent** for Phat Tuesday's Sports Bar, LLC

Basis for Capacity (Affiant's Knowledge)

I have personally been present at the premises on multiple occasions in my official duties as a Mobile Police Department officer. I have observed Richard Johnson **in charge of the business operations**, directing staff, controlling access, and handling managerial functions. On September 12, 2025, he was acting in that role and accepted service. Based on my personal observations, I affirm he is a **managing or general agent** authorized to receive service for the LLC under **Ala. R. Civ. P. 4(c)(6)**.

Affiant Statement

I affirm that I personally served the Notice described above on the person and at the time and place stated. The foregoing is true and correct to the best of my knowledge, information, and belief.

Date: 9/18/25

Signature: _____
Sgt. Nick Vegliacich, Mobile Police Department

State of Alabama }

County of _____ }

I, the undersigned notary public, in and for said State and County, hereby certify that **Sgt. Nick Vegliacich**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18 day of September, 2025.

T Maria Locke
Notary Public

Print Tamarisz Locke

My commission expires: May 2029

STATE OF ALABAMA NOTARY PUBLIC
T MARIA LOCKE
My Commission Expires
May 30, 2029

(Seal)

Phat Tuesday Sports Bar, LLC	
Entity ID Number	000-002-641
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/07/2011
Registered Agent Name	KING, ROBERT L III
Registered Office Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Registered Office Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Nature of Business	SPORTS BAR
Members	
Member Name	KING, ROBERT L III
Member Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Member Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Transactions	
Transaction Date	11/26/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	11/26/2012
Director/Manager/Organizer Activity	JOHNSON, TARRANCE
Transaction Date	11/26/2012
Registered Agent Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	12/21/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Transaction Date	12/21/2012

Phat Tuesday Sports Bar, LLC	
Incorporator/Member/Partner Activity	KING, ROBERT L III
Transaction Date	12/21/2012
Registered Agent Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/10/2011 Certificate of Formation 2 pgs.
Document Date / Type / Pages	11/29/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/28/2012 Articles of Amendment 2 pgs.

Browse Results New Search

2011007953 Book-6748 Page-1697
Total Number of Pages: 2

Alabama
Sec. Of State
New Entity DLL
002-641 2/10/2011
Date 17:00
Time 2 Pg
110225
File $100.00
Ackn $.00
Exp $.00
Total $100.00
01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:
STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, L.L.C OR L.L.C.
STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE L.L.C'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS $40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:
Phat Tuesday Sports Bar, LLC
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual.

Article III The Limited Liability Company has been organized for the following purpose(s):
Sports Bar

Article IV The **street address** (NO PO BOX) of the registered office: 119 Dauphin St Mobile, Al 36602 and the name of the registered agent at that office: Tarrance Johnson

Article V The **names** and **addresses** of the initial member(s), and organizer (if any):
Tarrance Johnson
5205 Mickey Dr. Mobile Al 36618
(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on this the Feb day of 03, 20 11.

THIS DOCUMENT PREPARED BY:
Tarrance Johnson
5205 Mickey Dr
Mobile, Al 36618

Tarrance Johnson
Signature of Member/Organizer

DLL 1.1 Rev. 6/2001

State of Alabama-Mobile County
I certify this instrument was filed on:
February 7, 2011 @ 9:28:08 AM

RECORDING FEE	$51.00
S.R. FEE	$2.00
TOTAL AMOUNT	$53.00

2011007953
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date 2-7-11

Alabama
Sec. Of State

New Entity
002-641 DLL
Date 2/10/2011
Time 17:00
110225 2 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2012073964 Book-6969 Page-1390
Total Number of Pages: 2

State of Alabama-Mobile County
I certify this instrument was filed on:
December 21, 2012 @ 9:35:14 AM

RECORDING FEE	$25.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$28.00

2012073964
Don Davis, Judge of Probate

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization: Phat Tuesday Sports Bar LLC
2. The date the Certificate of Formation was filed in the county: 12/21/12 (format MM/DD/YYYY)
3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Tarrance Johnson
5205 Mickey Dr
Mobile, AL 36618

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 12/28/2012
Time 17:00
130604 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

01/061

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: Mobile County November 26, 2012

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 12/21/12 (format MM/DD/YYYY):

Correct amendment to article of organization Robert L King III Sole member of Phat Thursday Sport Bar LLC - Registered agent Robert L King III Rigistered office Address 1608 St Stephens Rd. Mobile 36605

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

12/21/12
Date (MM/DD/YYYY)

Tarrance Johnson / Robert L King
Signature as required by 10A-5-2.04

Tarrance Johnson / ROBERT L. KING III
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature
Joe McEachern, Jr. Chief Clerk
Date 12/21/12

2012068247 Book-6959 Page-723
Total Number of Pages: 2

State of Alabama-Mobile County
I certify this instrument was filed on:
November 26, 2012 @ 9:33:28 AM

RECORDING FEE	$25.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$28.00

2012068247
Don Davis, Judge of Probate

(For County Probate Office Use Only)

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:
   Phat Tuesday Sports Bar LLC
2. The date the Certificate of Formation was filed in the county: 11/26/2012 (format MM/DD/YYYY)
3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Tarrance Johnson
5205 Mickey Dr.
Mobile, AL 36618

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 11/29/2012
Time 17:00
130521 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

04/049

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments:_____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 11/26/2012 (format MM/DD/YYYY):

I Tarrance Johnson remove myself from Phat Tuesdays Sports Bar LLC. from organizer and member. Also address thats on file to be change to 1608 St Stephens Rd from 119 Dauphin St. Mobile, Al.

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

11/26/2012
Date (MM/DD/YYYY)

Tarrance Johnson / Robert L. Knight
Signature as required by 10A-5-2.04

Tarrance Johnson / Robert L. Knight
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge
Signature_____
Joe McEachern, Jr. Chief Clerk
Date 11/26/12

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

PHAT TUESDAY SPORTS BAR T2
1608 ST STEPHENS ROAD
MOBILE AL 36603

YEAR	LICENSE NO.
2025	94813
ISSUED	**EXPIRES**
3/2/2025	12/31/2025

722412 ALCOHOL - LOUNGE RETAIL LIQUOR- CLASS I
722410 ALCOHOLIC BEVERAGES-RETAIL-DRINKING ESTABLISHMENTS

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

PHAT TUESDAY SPORTS BAR
73 ACACIA ST
MOBILE, AL 36607-2610

1 T2 P170 153095

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE REVOCATION OF THE BUSINESS LICENSE OF ROBERT L. KING, D/B/A PHAT TUESDAY SPORTS BAR FOR VIOLATING THE LAWS AND ORDINANCES OF THE CITY OF MOBILE, ALABAMA

FINDINGS.

1. On March 2nd, 2025, Phat Tuesday Sports Bar was re-issued a business license to operate a drinking establishment at 1608 St. Stephens Road, a location within the corporate limits of the city.

2. On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

3. Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

4. Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

5. On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

6. Gambling machines were documented and seized during operations, including on April 26, 2022.

7. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2):

> No new license shall be issued for a period of twelve (12) months for the operation or conduct of any business that is the same, or of similar nature, as that engaged in by the licensee at the premises or location at which the licensee conducted such business if the revocation or non-renewal of the license is based, in whole or in part, on:

a. A finding that the operation of such business at such premises or location has led to or resulted in the creation of a nuisance; or

b. A finding that the operation of such business at such premises or location has created, caused or led to circumstances that are detrimental to adjacent residential neighborhoods; or

c. A finding that the operation of such business at such premises or location has created, caused, or led to circumstances that are detrimental to the public health, safety or welfare; or

d. A finding that the operation of such business at such premises or location has resulted in a violation of applicable zoning restrictions or regulations; or

e. A finding that the licensee, his agent, servant or employee has permitted or suffered to allow habitual conduct which violates applicable state laws or regulations or city ordinances relating to the business for which such license is issued.

8. Section 34-64 of the City Code provides:

> Any lawful license issued to any person to conduct any business shall be subject to revocation or suspension by the city council for the violation by the licensee, his agent, servant, or employee, of any provision of this Code or of any ordinance of the city, or any statute of the state relating to the business for which such license is issued; and shall also be subject to revocation or suspension by the council if the licensee, his agent, servant, or employee, under color of such license violates or aids or abets in violating or knowingly permits or suffer to be violated any penal ordinance of the city or any criminal law of the state; and shall also be subject to revocation or suspension by the council if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama as follows:

9. That there is reasonable cause to believe that Robert L. King is operating a business that has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2);

10. That this matter is hereby set for a hearing to consider the revocation of said license on October 14th, 2025, at 10:30 a.m. in the Council Chambers located at 205 Government Street, Mobile, Alabama;

11. That a copy of this Resolution shall be personally served upon the licensee not less than 10 days before the date set for the hearing;

12. That on the date appointed for the hearing, the council shall hear all evidence offered by any party and consider all evidence that may be presented bearing upon the question of revocation of the license; and

13. That following the hearing the council will render a decision on the proposed revocation in accordance with Chapter 34 of the City Code.

Adopted:

_____

City Clerk

==========

RETURN OF SERVICE

I, _____, do hereby certify that I personally served a copy of the forgoing Resolution upon Robert L. King at _____ on this the ___ day of _____, 2025.

From: City Clerk
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Tuesday, October 7, 2025 10:01:42 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, October 7, 2025 10:00 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Mobile Youth Council
Date To Address Council: 2025-10-14
Address: 3000 Television Avenue
Email: vandlyn@drugeducation.org
Phone: 2514025301
Subject And Specific Questions: Update the City Council of new members and upcoming Youth Summit
Pertain To City Business: The Youth Council is a City Ordinance and they are appointed by the City Council members and Mayor
Signature: Vandlyn W. Pierre
Signature Verify: X
Agree: X
Date Submitted: 2025-10-07 10:00:34

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

From: Danny Corte
To: Carroll Lambert, Lisa
Cc: Gauthier, Lana
Subject: RE: Mobile Sports Authority Annual Report for FY2025
Date: Tuesday, October 7, 2025 11:36:55 AM
Attachments: image001.png

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

Thank you.

Danny Corte, STS
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL. 36602

Office Phone/Fax# (251) 725-1794
Cell# (251) 232-7753
Website: www.mobilesportsauthority.com
Email: corted@hotmail.com - or - danny@mobilesportsauthority.com

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From: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Tuesday, October 7, 2025 11:34 AM
To: Danny Corte <Danny@mobilesportsauthority.com>
Cc: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: Re: Mobile Sports Authority Annual Report for FY2025

Got you

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

On Oct 7, 2025, at 5:19 PM, Danny Corte <Danny@mobilesportsauthority.com> wrote:

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

Lisa – Could you please put me on the city council agenda for next Tuesday, October 14th, so I can give the City our annual results. Thank you.

Danny Corte, STS
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL. 36602

Office Phone/Fax# (251) 725-1794
Cell# (251) 232-7753
Website: www.mobilesportsauthority.com
Email: corted@hotmail.com - or - danny@mobilesportsauthority.com

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From: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Tuesday, July 23, 2024 10:18 AM
To: Danny Corte <Danny@mobilesportsauthority.com>
Subject: RE: MSA Noise Ordinance Waiver Request (July 26-28, 2024)

Will do.

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411

From: Danny Corte <Danny@mobilesportsauthority.com>

Sent: Friday, July 19, 2024 2:00 PM
To: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: RE: MSA Noise Ordinance Waiver Request (July 26-28, 2024)

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

Lisa – Please cancel my noise ordinance waiver request listed on this Tuesday's City Council agenda as we've had to cancel the youth football tournament planned for Sage Park. Thank you.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL. 36602

Office Phone/Fax# (251) 725-1794
Cell# (251) 232-7753
Website: www.mobilesportsauthority.com
Email: corted@hotmail.com - or - danny@mobilesportsauthority.com

---

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Wednesday, February 23, 2022 1:18 PM
To: Danny Corte <Danny@mobilesportsauthority.com>
Cc: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: MSA Noise Ordinance Waiver Request (March 5-6, 2022)

Sure thing

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Danny Corte <Danny@mobilesportsauthority.com>
Sent: Wednesday, February 23, 2022 11:00 AM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: Re: MSA Noise Ordinance Waiver Request (March 5-6, 2022)

CAUTION: External Email

Hey Lisa - When I requested the noise ordinance waiver for our softball tournament March 5-6, 2022 for Medal of Honor Park, I forgot to include Friday, March 4th, from 5 PM-10 PM. Can I add that to the original and get that voted on next Wednesday? Please let me know. Thanks.

Sent from my iPhone

Danny Corte
Executive Director
Mobile Sports Authority
(251) 725-1794
danny@mobilesportsauthority.com

> On Dec 8, 2021, at 4:52 PM, Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org> wrote:
>
> Gotcha
>
> ***Lisa C. Lambert, CMC***
> *City Clerk*
> City of Mobile
> PO Box 1827
> Mobile, AL 36633
> (251) 208-7411
> (251) 208-7576 fax

From: Danny Corte <Danny@mobilesportsauthority.com>
Sent: Wednesday, December 8, 2021 4:35 PM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: RE: MSA Update on 12/14/21 Council Agenda

CAUTION: External Email

Lisa – Could you please put me on next Tuesday's city council agenda for me to give an update on the Mobile Sports Authority recently-completed FY2021? Thanks.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL 36602

Office Phone# (251) 725-1794
Cell# (251) 232-7753
Email: danny@mobilesportsauthority.com –or- corted@hotmail.com
Website: www.mobilesportsauthority.com

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Tuesday, May 25, 2021 3:43 PM
To: Danny Corte <Danny@mobilesportsauthority.com>
Cc: Merchant, Mary Ann <merchant@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: MSA Update on 6/1/21 Council Agenda

Will do

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827

Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Danny Corte <Danny@mobilesportsauthority.com>
Sent: Tuesday, May 25, 2021 2:52 PM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: RE: MSA Update on 6/1/21 Council Agenda

CAUTION: External Email

Lisa – As we discussed this morning, please add me to the Council agenda for next Tuesday, June 1, 2021, so I can give a brief update on the Mobile Sports Authority and our sports events. Thanks.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL 36602

Office Phone# (251) 725-1794
Cell# (251) 232-7753
Email: danny@mobilesportsauthority.com –or- corted@hotmail.com
Website: www.mobilesportsauthority.com

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Monday, May 24, 2021 5:23 PM
To: Danny Corte <Danny@mobilesportsauthority.com>
Subject: RE: MSA Update & Agenda?

Danny,
I'm hesitant to add you because I've been admonished about adding speakers after Thursday. Please let's schedule your report for next

week or you should call John Williams and ask him to call you up for a report.

Kindly,

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Danny Corte <Danny@mobilesportsauthority.com>
Sent: Monday, May 24, 2021 2:40 PM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: RE: MSA Update & Agenda?

CAUTION: External Email

Hey Lisa – I know it's a little late but can I give an update on the Mobile Sports Authority events at tomorrow's meeting? Thanks.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL 36602

Office Phone# (251) 725-1794
Cell# (251) 232-7753
Email: danny@mobilesportsauthority.com –or- corted@hotmail.com
Website: www.mobilesportsauthority.com

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>

Sent: Thursday, November 21, 2019 12:32 PM
To: Danny Corte <Danny@mobilesportsauthority.com>
Cc: Merchant, Mary Ann <merchant@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: MSA Update & Agenda?

We got you

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Danny Corte <Danny@mobilesportsauthority.com>
Sent: Thursday, November 21, 2019 11:33 AM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: RE: MSA Update & Agenda?

CAUTION: External Email

Good morning Lisa – Could you please place me on the agenda to speak at next Tuesday's (11/26/19) City Council meeting as I'd like to give a brief report to the council on our FY2019 MSA results? Also, with the City Council agenda part of the City website still down, can you email me the written agenda each week? Thank you.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL 36602

Office Phone/Fax # (251) 725-1794
Cell # (251) 232-7753
Email: danny@mobilesportsauthority.com –or- corted@hotmail.com
Website: www.mobilesportsauthority.com

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Monday, August 27, 2018 1:05 PM
To: Danny Corte <Danny@mobilesportsauthority.com>
Subject: RE: MSA Update?

I did receive it, but after the 2 p.m. deadline. I will put you after the Mayor's comments.

Lisa Carroll Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
251-208-7411 ofc
251-208-7576 fax

From: Danny Corte [mailto:Danny@mobilesportsauthority.com]
Sent: Monday, August 27, 2018 9:32 AM
To: Carroll-Lambert, Lisa
Subject: RE: MSA Update?

Lisa – Danny Corte here. I had emailed you last week asking if I could give a brief update on the Mobile Sports Authority at tomorrow's city council meeting. Did you get that? Thanks.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL 36602

Office Phone/Fax # (251) 725-1794
Cell # (251) 232-7753
Email: danny@mobilesportsauthority.com –or- corted@hotmail.com

Website: www.mobilesportsauthority.com

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Monday, April 2, 2018 3:23 PM
To: Danny Corte <Danny@mobilesportsauthority.com>
Cc: 'Deena Tyler' <deena@dt-legal.com>; Susan Shaw <Susan@mobilesportsauthority.com>
Subject: RE: 2018 Tour de Bay Noise Ordinance Waiver Request - MSA

Got it, will be on next week's agenda.

Lisa Carroll Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
251-208-7814 ofc
251-208-7576 fax

From: Danny Corte [mailto:Danny@mobilesportsauthority.com]
Sent: Monday, April 02, 2018 11:13 AM
To: Carroll-Lambert, Lisa
Cc: 'Deena Tyler'; Susan Shaw
Subject: 2018 Tour de Bay Noise Ordinance Waiver Request - MSA

Lisa – Please see the attached noise ordinance waiver request for our 2018 MSA Tour de Bay Cycling Championship which will take place in and around the western end of the Downtown Mobile Entertainment District on May 5, 2018. The reason for the request is that we will be using a PA system which will be amplified. This is the same annual event for which we've received a waiver since 2015. If you have any questions, please don't hesitate to contact me. Thank you.

Danny Corte
Executive Director
Mobile Sports Authority, Inc.
301 Government Street
Suite #204
Mobile, AL 36602



Office Phone/Fax # (251) 725-1794
Cell # (251) 232-7753
Email: danny@mobilesportsauthority.com –or- corted@hotmail.com
Website: www.mobilesportsauthority.com

From: City Clerk
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, October 9, 2025 2:47:56 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, October 9, 2025 2:43 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Maxine Walters
Date To Address Council: 2025-10-14
Address: 56 Saint Joseph St Unit 902
Email: mwalterslegal@gmail.com
Phone: 9543970551
Subject And Specific Questions: Reaching the Bar: Letters from MCPSS Students at Williamson and Blount
Pertain To City Business: As part of the Reaching the Bar legal pipeline program, students learned about the Zoghby Act and the duties of our mayor and city council. We also watched a City Council meeting recording. I asked the students to write letters to their city councilperson. I would like to share about my program and read a few of the letters from the students.
Signature: Maxine Walters
Signature Verify: X
Agree: X
Date Submitted: 2025-10-09 14:43:14

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

From: City Clerk
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Tuesday, October 7, 2025 8:00:39 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, October 7, 2025 7:19 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Rodney Toomer
Date To Address Council: 2025-10-14
Address: 1202 Navco Rd
Email: Djrodski@gmail.com
Phone: 2515094107
Subject And Specific Questions: Youth Agenda 2026-27
Pertain To City Business: I want to address the City of Mobiles youth violence problem and offer an agenda to help change this issue.
Signature: Rodney Toomer
Signature Verify: X
Agree: X
Date Submitted: 2025-10-07 07:19:01

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

From:	cityofmobile@forms.dwdgo.net
To:	City Clerk
Subject:	CityofMobile.org: Addressing City Council Submission
Date:	Wednesday, October 8, 2025 9:13:03 PM

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

Name: Nina Dortch

Date To Address Council: 2025-10-14

Address: 5801 Woodgate Rd

Email: ninatdortch@gmail.com

Phone: 251-888-0559

Subject And Specific Questions: Follow-Up on Workforce Development Access & Community Initiatives

Pertain To City Business: This directly relates to city business because workforce development and access to opportunity impact economic growth, public safety, and community stability. When residents lack access to jobs and training, it affects everything from safety to neighborhood development. Coordinated city efforts ensure that all Mobile citizens benefit from the growth happening in our city.

Signature: N Dortch

Signature Verify: X

Agree: X

Date Submitted: 2025-10-08 21:12:42

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

From: RJHILL II
To: Gauthier, Lana
Subject: 10/14 Agenda
Date: Thursday, October 9, 2025 1:56:40 PM

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

Madam Asst. City Clerk,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

* Budget Amendment: reallocate Public Safety resources (Housing Repairs, Performance Contracts; District Discretionary Funds);

* Inventory List Resolution: pertaining to a report on the City's Vehicular Fleet;

* Municipal Enforcement Ordinance: modernized approach and new code designations;

* Fiscal Distribution Ordinance: accountability for disbursement of funds;

* Departmental Oversight Ordinance: refined structure for internal/external investigations;

* Legal Representation Ordinance: in relation to 3rd party retainers

* Best Practices for Investigatory Powers

Thank you for your attention to this matter. See you all on Tuesday. Have a great day!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com

256.665.6748



AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

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

Amount of Contract:

Funding Source

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

REVIEWERS:
Lana Gauthier
Lana Gauthier

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

ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

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

VACANT STRUCTURE REGISTRY

Sec. 52-200. Adoption.

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

Sec. 52-201. Purpose.

(a) The city has determined that uninspected and unmonitored vacant commercial structures in the Henry Aaron Loop (i) present a fire hazard; (ii) are often utilized by vagrants and transients (including drug abusers and traffickers) as dangerous and unsafe temporary shelters; (iii) detract from private and/or public efforts to rehabilitate or maintain surrounding buildings; and (iv) require additional regulation and services to protect the health, safety and welfare of the public.

(b) Under this Article, Owners of vacant commercial structures in the Henry Aaron Loop must register such vacant structures with the city, pay a vacant structure registration fee as set forth herein, and otherwise conform to the requirements of this vacant structure code.

(c) It is the intent of this Article that, through a registration, inspection, and monitoring process, and other improved public safety efforts, vacant commercial structures in the Henry Aaron Loop will be kept weathertight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding properties, and will not otherwise present a public nuisance.

(d) It is the city's further intent for the provisions of this Article to supplement Chapter 52 Article II, Abatement of Unsafe Buildings and Structural Nuisances, by placing the responsibility to register and maintain a vacant commercial structure on the Owner of the structure before a condition of the structure becomes unsafe or a public nuisance.

Sec. 52-202. Definitions.

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

(1) *Actively marketed:* A property is being "actively marketed" when its Owner is, in good faith, doing those things and performing those activities standard and effective in the industry necessary to sell or lease a structure, including, but not limited to, using the services of a realtor licensed in the State of Alabama, or advertising the availability of the structure for sale or lease.

(2) *Boarded:* A Vacant Structure shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window, in compliance with Mobile City Code, Section 52-1, Property Maintenance Code Boarding Methods.

(3) *Code official:* The city's code official, as defined in Section 52-22 of this Chapter, or his or her designee.

(4) *Commercial structure*: Any structure used or intended to be used to generate revenue. Commercial structures include structures leased to tenants who occupy the property for non-commercial uses such as residences or offices of non-profit organizations.

(5) *Director*: The City of Mobile official designated by the Mayor as the person to whom the Code Official reports, either directly or through the chain of command.

(6) *Henry Aaron Loop*: That geographic area within downtown Mobile bounded by Beauregard Street on the north, Water Street on the east, Canal Street on the south, and Broad Street on the west.

(7) *Occupy/occupied/occupies:* Any building or structure shall be deemed to be "occupied" if one or more persons conducts a lawful business or lawfully resides in the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same.

(8) *Open:* A Vacant Structure shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open, and/or closed but without a properly functioning lock to secure it; if one or more windows is broken or not capable of being locked and secured from intrusion; if any other opening in the structure allows entry into the structure by an unauthorized person; or any combination of the same.

(9) *Owner:* Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of the county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner with the legal right to enter the property.

(10) *Square footage:* The gross interior floor area of the structure measured to the exterior face of perimeter walls, including basements and mezzanines, but excluding structured parking and unenclosed exterior areas.

(11) *Vacant Structure Registry:* The structure registry created pursuant to this Article, specifically by section 52-204(a).

(12) *Vacant Structure:* A commercial structure on a parcel of real property that either:

(A) Has, for a continuous period of at least six (6) months, lacked regular, lawful occupancy by persons entitled to be on the premises, excluding intermittent, token, or incidental presence not amounting to bona fide use**;** or

(B) Has had substantially all lawful business operations cease for at least six (6) months.

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

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

(a) *Applicability and obligation to register.* Except as provided in subsection (c) below, this Article is applicable to all Vacant Structures and their Owners in the Henry Aaron Loop in the City of Mobile. It is the obligation of the Owner of any Vacant Structure to register it with the Code Official in accordance with the provisions of section 52-204. Registration shall be required for all Vacant Structures, whether vacant and secure, vacant and open or vacant and boarded. Vacant Structures shall be registered on or before 30 days after becoming a Vacant Structure, unless exempt under subsection (c) below. The registration of a Vacant Structure and the payment of registration fees do not exonerate the Owner, agent, or responsible party from compliance with any other building code or zoning requirement~~.~~

(b) *Registration by Code Official.* When the Code Official has reason to believe a structure is a Vacant Structure that the Owner has failed to register, a notice will be posted on the subject structure stating that the Code Official has reason to believe that the structure is a Vacant Structure and directing the Owner to either (i) register the structure in accordance with the provisions of this Article or (ii) provide the Code Official evidence demonstrating that the structure is not a Vacant Structure. In addition to posting a notice on the suspected Vacant Structure, the Code Official shall, by certified mail; if undeliverable, by first-class mail~~,~~ send a copy of the same notice to the Owner(s) of the property listed in the records of the Revenue Commissioner of Mobile County, or other records readily available to the City. If, 30 days after posting and mailing, the Owner has neither registered the property in the Vacant Structure Registry nor demonstrated to the satisfaction of the Code Official that the property is not a Vacant Structure, the Code Official shall add the structure to the Vacant Structure Registry using the information of record. In addition to all other fees, Owners of properties registered by the Code Official under this section shall owe a failure to register fee under Section 52-204 (d) (4).

(c) *Exemptions.* The following are exempt from the requirements of this Article:

(1) Any building owned by the city, county, state, or federal government.

(2) Buildings under construction or property that, in the reasonable discretion of the Code Official, is being actively renovated or rehabilitated; provided, this exemption shall be available for no more than 18 months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.

(3) Actively Marketed Vacant Structures; provided, this exemption shall be available for no more than six (6)

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

(4) Vacant Structures that are vacant due to fire damage or damage caused by an extreme weather event; provided, this exemption shall be available for no more than six (6) months following the fire or extreme weather event, unless the City Council by resolution extends the exemption period due to a major disaster affecting numerous properties in the Henry Aaron Loop.

(5) Actively Marketed commercial structures in the Henry Aaron Loop purchased through an arm's length transaction for up to twelve (12) months following the date on which the purchase closes.

(6) Mixed-Occupancy Buildings. A building containing one or more Vacant Areas is not required to register under this Article if: (i) at least one discrete area of the building holds a current Certificate of Occupancy (CO) and is actively occupied; and (ii) all Vacant Areas comply with §52-209(a)(5), provided that the occupied area constitutes at least twenty percent (20%) of the building's gross leasable floor area or ten thousand (10,000) square feet, whichever is less.

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

(a) *Registry created.* The Vacant Structure Registry is hereby created. The Code Official is hereby authorized to create, compile, monitor and enforce the Vacant Structure Registry. The city finance department is authorized to aid and assist the Code Official with the administration and collection of fees and other matters related to this Article.

(b) *Registration information.* Owners of property(ies) on which one or more Vacant Structures are located shall register the same with the city on a form supplied by the city. The registration form will require the following information, at a minimum:

(1) The street address of the Vacant Structure(s);

(2) The type of Vacant Structure(s);

(3) The square footage for each Vacant Structure;

(4) The name, residence address, business address, email address, telephone number, and mobile telephone number of all Owners of the Vacant Structure;

(5) The name, address, e-mail address, telephone number, and mobile telephone number, of all persons authorized to make or order repairs or services for the Vacant Structure;

(6) If an Owner resides or is domiciled outside the city, the name, address, e-mail address, mobile number and telephone number of a person located within the city who is designated to accept legal notices or service of process on matters concerning the Vacant Structure;

(7) If the Owner is a corporation or a limited liability company, the name(s), address(es), and telephone

number(s) of an officer or agent of the corporation or limited liability company designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;

(8) If the Owner is an estate, the name, address and telephone number of the executor of the estate;

(9) If the Owner is a trust, the name, address and telephone number of the trustee(s) designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;

(10) If the Owner is a partnership, the names, addresses and telephone number of all partners with an interest of ten percent or greater;

(11) If the Owner is any other form of unincorporated association, the names addresses and telephone numbers of all principals with an interest of ten percent or greater;

(12) Proof of a liability insurance policy in force for protection against damage to persons and property, so as to ensure that the purposes of this Article are met;

(13) Proof of a fire protection system(s) maintained and monitored in accordance with the International Fire Code 2021 Edition Section 901.6, as currently enacted or as hereafter amended.

(14) Proof of a plumbing system that either complies with city plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.

(15) The Owner's plan for maintenance and repair of the Vacant Structure(s), including the time within which the Owner anticipates completion of all repairs necessary to bring the Vacant Structure(s) into compliance with the city building code.

(c) *Amending information.* If the registration information collected in accordance with this section changes or becomes inaccurate during any calendar year, it is the responsibility of the Owner, responsible party or agent for the same to contact the Code Official within 30 days of the occurrence of such change and advise the city of those changes in writing.

(d) *Fees.* There shall be a fee for each Vacant Structure subject to registration on the Vacant Structure Registry. The fees shall be remitted to the Code Official for deposit into a dedicated fund as defined in paragraph (e) below, as follows:

(1) For commercial structures used as residences with one to three units;
  (i) For the first year, $250.
  (ii) For the second year, $500.
  (iii) For the third year, $750.
  (iv) For each subsequent year, $1,000.

(2) For commercial structures used as residences with four to six units, and mixed commercial use and residential use of two to three residential units;
  (i) For the first year, $500.
  (ii) For the second year, $1,000.

(iii) For the third year, $1,500.
(iv) For each subsequent year, $2,000.

(3) For commercial structures used as residences with seven or greater units, and mixed commercial use and residential use with four or greater units:
(i) For the first year, $1,000.
(ii) For the second year, $2,000.
(iii) For the third year, $3,000.
(iv) For each subsequent year, $4,000.

(4) For commercial structures without any residential units, the greater of:
(i) For the first year, $1,000 or $0.05 per square foot.
(ii) For the second year, $2,000 or $0.10 per square foot.
(iii) For the third year, $3,000 or $0.15 per square foot.
(iv) For each subsequent year, $4,000 or $0.20 per square foot.

(5) In addition to the above registration fees, for Vacant Structures that are registered by the Code Official under Section 52-203 (b), a failure to register fee of $500.00.

(6) The Vacant Structure shall be registered prior to the issuance of any building permits for that structure, except for a demolition permit.

(e) *Dedicated account.* All fees collected pursuant to this Article shall be deposited into a fund known as the Vacant Structures Registry Fund and shall be appropriated to the city's Tax Increment Finance District 1 Fund, and therefore used solely to repair, rehabilitate or stabilize Vacant Structures, to administer this Article, in an effort to support economic development, property rehabilitation and blight reduction in the Henry Aaron Loop. All amounts remaining in the Vacant Structures Registry Fund at the end of the fiscal year shall not lapse but shall retain their dedication to the purposes of the Fund.

(f) *Publication.* The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the Vacant Structure Registry, including, but not limited to:

(1) General demographic information about Vacant Structures registered on the Vacant Structure- Registry;

(2) The address of Vacant Structures on the Vacant Structure Registry;

(3) The Owners of each Vacant Structure;

(4) The amount of time any Vacant Structure has been on the Vacant Structure Registry; and

(5) The amount of any delinquent fees due under this Article, or otherwise due to the city for any Vacant Structure.

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

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

Sec. 52-205. Right of appeal.

(a) *Request for reconsideration.* The Owner shall have the right to request reconsideration by the Director of (i) the imposition of the registration fees imposed by this Article and/or (ii) the designation of a building as a Vacant Structure, by filing a request for reconsideration in writing to the Director no later than 15 calendar days after the date of the notice to the Owner that a property has been placed on the Vacant Structure Registry pursuant to section 52-203(b) or that fees are due under this Article. On the request for reconsideration, the Owner shall bear the burden of providing satisfactory proof that the building is occupied, that the building is not a Vacant Structure, or that the building is a Vacant Structure but exempt from registration.

(b) *Director's determination.* Within 30 days, or as soon thereafter as is practicable, after the Director receives a request for reconsideration pursuant to section 52-205(a) above, the Director will contact the Owner(s) and afford them the opportunity to meet in person or virtually to present their request for reconsideration. Within 30 days, or as soon thereafter as is practicable after consideration of all information provided by the Owner, the Director shall grant or deny the request in writing and provide the Owner with a copy of the decision.

(c) *Appeal of Director's decision*. If the Owner receives an unfavorable decision from the Director, the Owner may appeal that decision to the City Council for review at a public hearing, which may be conducted during a regularly scheduled City Council meeting. Within 15 days following the date of the notice of the Director's decision, an Owner may file a written appeal with the City Clerk, indicating the portion of the decision he or she claims is inaccurate or incorrect. As soon as practicable after receiving the appeal, the City Clerk will request a copy of the record from the Director and, following receipt of the record, will schedule a public hearing to consider the appeal. Notice of the public hearing shall be provided to the Owner who shall be afforded the opportunity to appear in person and be heard. As soon as practicable after conclusion of the public hearing, the City Council will determine whether the decision of the Director properly applied the provisions of this Article and will affirm the decision if it finds that the Director properly applied the provisions of this Article and the decision is supported by substantial evidence.

(d) An Owner may appeal a decision of the City Council made pursuant to section 52-205(c) above, within thirty (30) days of its issuance to the Circuit Court of Mobile County.

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

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

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

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

(a) At the time of registration, or at any time thereafter, the Code Official shall determine whether an inspection of a Vacant Structure is necessary to identify any conditions that present a threat to public safety.

(b) The Code Official is authorized to conduct inspections of structures on the Vacant Structure Registry, and, to the extent feasible under the circumstances to take reasonable steps to ensure the structure (i) complies with the security and maintenance regulations for Vacant Structures in Section 52-209; (ii) is being kept weathertight and secure from trespassers; (iii) provides for safe entry to police officers and firefighters in times of emergency, (iv) does not impede private and/or public efforts to rehabilitate or maintain surrounding properties; (v) and does not present a public hazard. Inspection may be a visual inspection of the exterior of the vacant structure by the Code Official or his/her designee.

(c) If the Code Official determines that an internal inspection is necessary, he/she will make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure (herein referred to collectively as the "Owner") and request entry. If the Owner fails or refuses to grant entry, the Code Official shall have recourse to the remedies provided by law to secure entry.

(d) Any corrective action required to abate unsafe buildings and structural nuisances shall proceed under Article II of this Chapter 52.

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

(a) Personal obligation; civil action. Except for Owners who have properly perfected an appeal under §52-205, any registration, renewal, or other non-penalty fee due under §52-204 constitutes a debt due to the City. The City may commence a civil action to collect any unpaid amount. Nothing herein limits the City's ability to assess late charges authorized by this Article.

(b) Municipal code liens (civil penalties; enforcement/abatement costs). In lieu of, or in addition to, a civil action, the City may, upon nonpayment, record a Notice of Municipal Code Lien against the real property for any civil penalty imposed under this Article and any enforcement or abatement costs incurred to secure, inspect, re-inspect, board, clean, or otherwise remedy violations of this Article, consistent with Ala. Code §§11-40-62 through 11-40-69. Such municipal code liens do not include routine registration or renewal fees.

(c) Recording; interest; priority; owner-occupied exclusion. Upon recordation in the Office of the Judge of Probate, a municipal code lien shall bear interest at seven and one-half percent (7.5%) per annum from the date of filing and shall be superior to all liens except tax liens, as provided in Ala. Code §§11-40-62(4) and 11-40-63(b). Owner-occupied real property is excluded from in-rem enforcement as provided in §11-40-63(a).

(d) Notice of nonpayment. Prior to recording a municipal code lien or filing suit, the City shall provide written notice by certified mail to the Owner at the address of record; if undeliverable, the City may provide notice by first-class mail and posting a conspicuous notice on the structure.

(e) Foreclosure of municipal code liens. Municipal code liens may be enforced by judicial in-rem foreclosure pursuant to Ala. Code §§11-40-64 through 11-40-69 and City Code §52-139.

(f) Other lien authorities unaffected. This section does not limit the City's authority to assess and enforce assessment liens arising from unsafe structure abatement under Ala. Code §11-53B-1 et seq. or weed liens under Ala. Code §11-67-1 et seq., when those statutes are invoked.

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

(a) It shall be the responsibility of the Owner of a Vacant Structure to ensure the following:

(1) Vacant Structures shall be secured so as not to be accessible to unauthorized persons. Securing of Vacant Structures includes, but is not limited to, closing and locking windows, doors, walk-through, sliding, and garage doors/gates, and any other opening that may allow access to the interior of the property and/or structures. In the case of broken windows securing means re-glazing or boarding the windows.

(2) The Owner shall ensure that the property on which the structure is located is continuously in compliance with the requirements of this Article and all applicable provisions of the city's building code.

(3) The Owner of a Vacant Structure shall perform or provide for the performance of periodic maintenance, including but not limited to grass cutting or leaf removal on a timely basis.

(4) The Owner shall maintain a policy of liability insurance with coverage for not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate protecting against injury or damage to person or property arising from the Vacant Structure and shall provide the Code Official proof of insurance upon request.

(5) The Owner shall ensure that the Vacant Structure is at all times protected by a fire alarm system(s) that detects fires, transmits alarm signals to the public safety answering point (PSAP) via a UL-listed central station and is continuously monitored, maintained, and inspected as required by the International Fire Code 2021 Edition Section 901.6 and NFPA 72, as currently enacted or as hereafter amended. The system shall be supported by a dedicated power source. If the power source is electricity, it must comply with the city's electrical code.

(6) The Owner shall ensure that the Vacant Structure has a plumbing system that either complies with the city's plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.

(7) The Owner shall install and maintain a Knox Box, type and mounting location as required by the Fire Code Official.

(8) The Owner shall ensure that the Vacant Structure and surrounding property have exterior lighting as required by the Code Official.

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

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

Sec. 52-211. Severability.

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

Sec. 52-212. Effective Date

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

Sec. 52-213. Review.

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

ADOPTED:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

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

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

AND

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

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

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

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

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

ORDINANCE **2025**

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

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

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

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

AND

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

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

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

Adopted:

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 13, 2025

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

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

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

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

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

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

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

1. Full compliance with all municipal codes and ordinances.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
May 21, 2025
PUBLIC HEARING NOTICE

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

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

05.21.2025

Memo

TO
City of Mobile

FROM
Broughton & Associates

CC
None

RE
25-007 Neighborhood Meeting Minutes

COMMENTS:

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

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

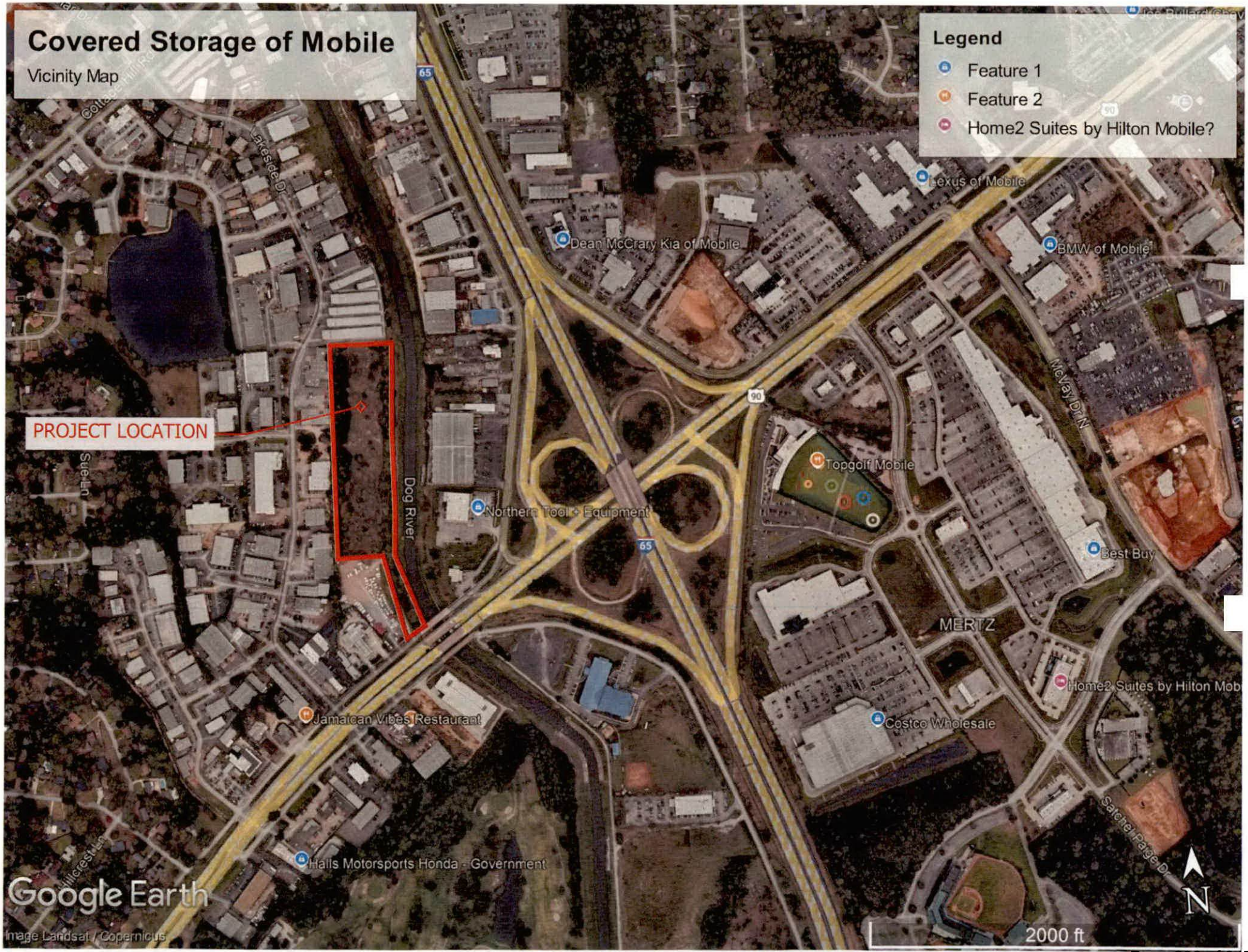
Only one adjacent property owner attended. He did not have any adverse comments or questions and his only reason for attending was he "was curious and didn't have anything else to do".

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

BROUGHTON & ASSOCIATES LLC

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

BROUGHTON & ASSOCIATES, LLC
ENGINEERING THE FUTURE


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

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 5/21/2025

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

_____

_____

Neighborhood Meeting Date: 5/20/2025

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

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

_____

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

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

Applicant's Name: JAY BROUGHTON

(First Name & Last Name)

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

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

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


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

BROUGHTON & ASSOCIATES, LLC
ENGINEERING THE FUTURE

NEIGHBORHOOD MEETING

DATE: MAY 20TH, 2025

TIME: 4:00PM - 5:30PM

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

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

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

APPLICANT'S SIGNATURE ATTESTING THE ACCURACY OF THIS SHEET:

SIGN: _____ DATE: 5/20/2025

PLEASE SIGN IN:

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

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

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

BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

COVERED STORAGE OF MOBILE
NEIGHBORHOOD MEETING

NAME: M. R. ATIHA

ADDRESS: 3701 Cottrehill RD M, AL 36609

EMAIL: bkau415@gmail.com PHONE: 251-5547600

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

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

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE, AL 36616

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

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

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LLLP
ATTN: KARL GREIG
2800 SOUTHCROSS DR W
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ATLANTA, GA 30339

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PO BOX 8005
MOBILE, AL 36689

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

MAYA INVESTMENT LLC
9153 REDBERRY DR
MOBILE, AL 36695

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

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

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COLUMBUS, KS 66725

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BIRMINGHAM, AL 35291

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GREENVILLE, SC 29601

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MOBILE, AL 36693

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

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DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

BERWYN 163 LLC
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
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MOBILE, AL 36689

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BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

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

MAY 10, 2025

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

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

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

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

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

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

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

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

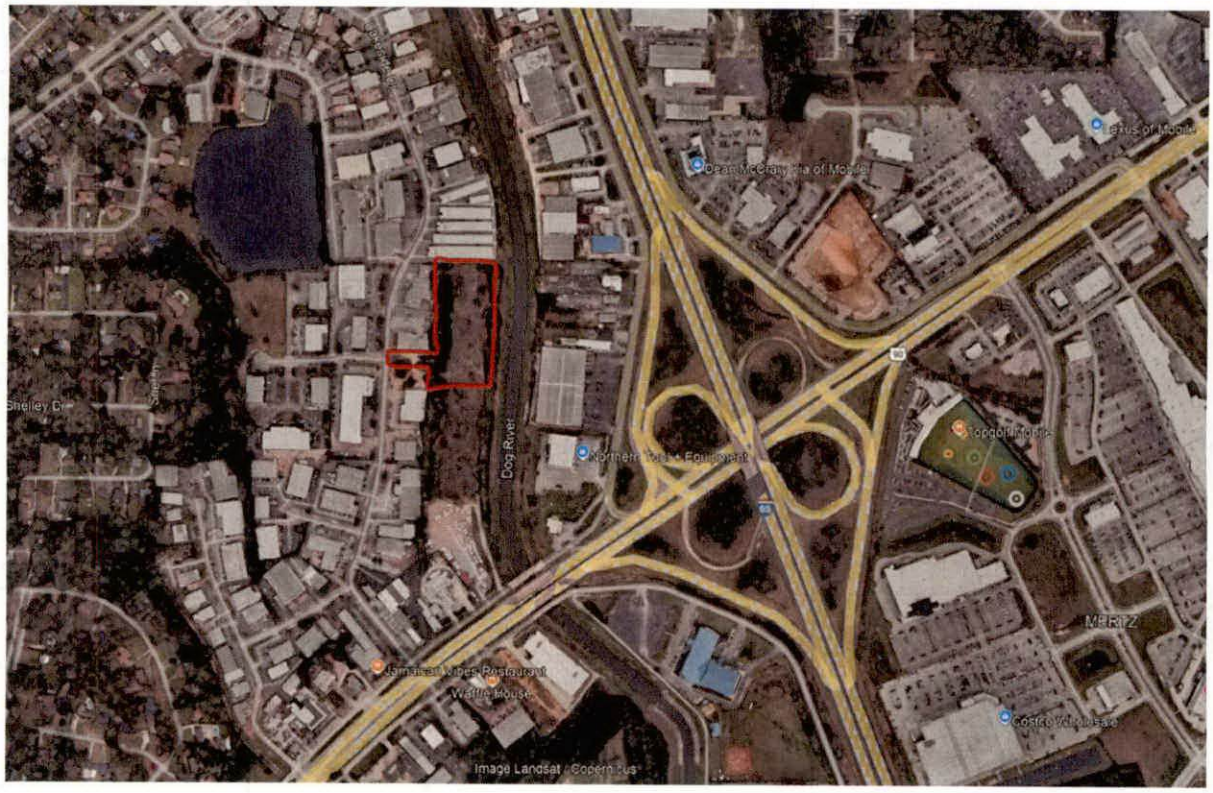
Sincerely,

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

B&A
BROUGHTON
ENGINEERING

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

Project Vicinity Map



City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project COVERED STORAGE OF MOBILE

Address TO BE DETERMINED

Owner SOUTHERN EARTH SCIENCES INC

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

Phone (251) 344-7711 Fax _____ Email _____

Authorized Agent ALLAN B. WHITAKER

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

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

Contractor TO BE DETERMINED

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer BROUGHTON AND ASSOCIATES - JAY BROUGHTON

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

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

Architect TO BE DETERMINED

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

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

Signature

JAY BROUGHTON, P.E.

Print

5/4/2025

Date

CIVIL ENGINEER

Affiliation to project/Organization

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

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

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ATTN: KARL GREIG
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ENGINEERING THE FUTURE

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

MAY 4, 2025

Dear Property Owner(s),

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

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

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

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

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

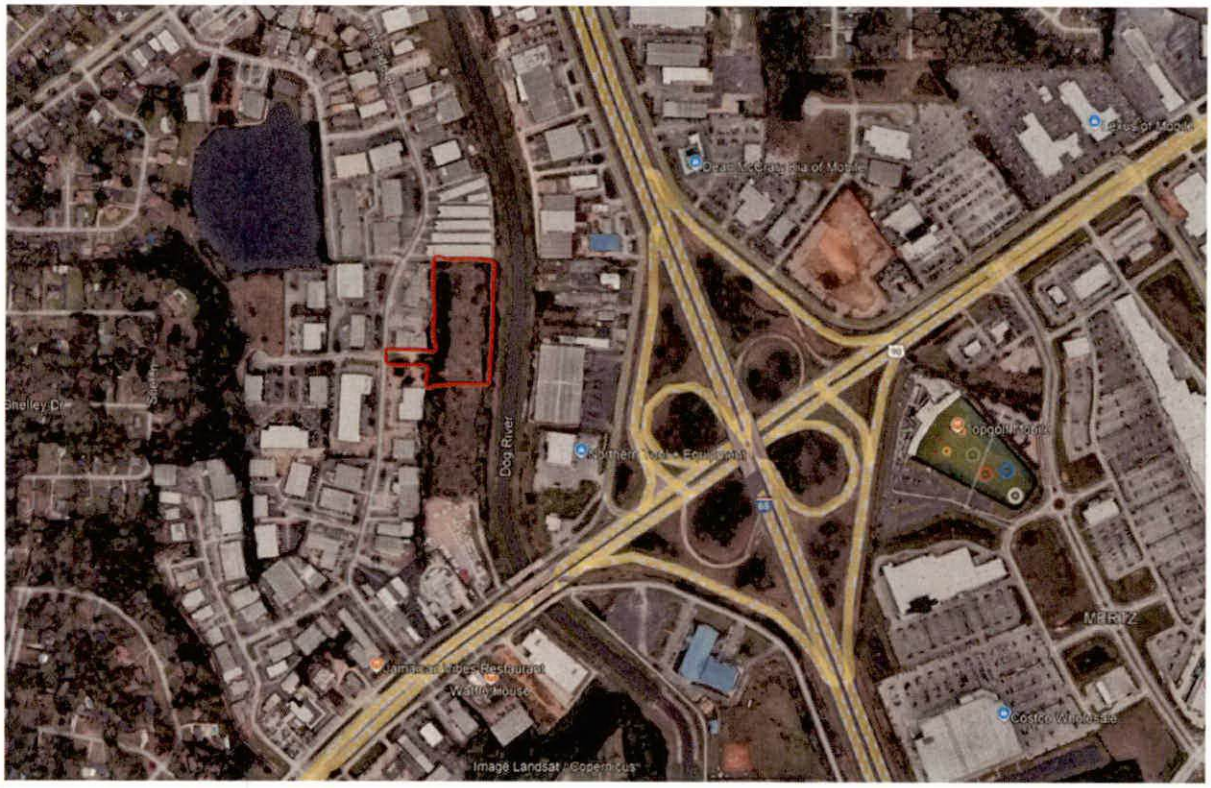
When:
Tuesday May 20th, 2025
4:00 pm to 5:30 pm

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

Sincerely,

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

Project Vicinity Map



City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

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

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

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

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

LAKESIDE DR MOBILE, AL 36693 — Property Address

5.27 AC — Property Area (acres or square feet)

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

B-3 — Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 5-5-25

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

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

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

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

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

---

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

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

---

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

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

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

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

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

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

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

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

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Community Residences

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

1. How many unrelated persons will occupy the home?

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

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

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

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

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

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

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

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

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

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

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

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

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

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

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

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

SITE PLAN

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

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

I-1
Requested Zoning

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

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

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

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

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

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

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

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

2. Describe the surrounding land uses.

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

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

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

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

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

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

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

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

CHECKLIST C

Planned Development

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

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

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

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

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

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

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

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

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

     _____

     _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Agenda Item # 7

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

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
813 Lakeside Drive

Subdivision Name:
Bushwood Subdivision

Applicant / Agent:
Alan B. Whitaker, III

Property Owners:
Southern Earth Sciences, Inc.

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

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

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

N

NTS

SITE HISTORY

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

In August 1998, the Planning Commission approved the *Harris Business Park Subdivision, Resubdivision of Lot 2, Phase One*, dividing Lot 2 into 10 lots. However, when the plat was recorded in September 1998, only two (2) lots were included, with the remaining area labeled as "Future Development."

In October 2006, the Planning Commission approved the *Wade Business Park Subdivision*, which re-subdivided Lot 2 of the former Harris Business Park Subdivision into four (4) lots. A concurrent Planned Unit Development (PUD) was also approved to allow gated, private street access for a commercial subdivision. However, the associated plat was never recorded, and both the subdivision and PUD approvals expired.

In May 2007, the *Regal Investments Subdivision* was approved, again re-subdividing Lot 2 of the former Harris Business Park Subdivision into two (2) lots. A concurrent PUD was approved for multiple buildings on the newly created Lot 1, and the Planning Commission also approved rezoning from B-3, Community Business District, to I-1, Light Industry District. The rezoning was adopted by the City Council on July 24, 2007, and the subdivision plat was recorded in March 2008. However, the PUD was never developed and that approval lapsed.

In May 2008, another PUD was approved for Lot 1 of the Regal Investments Subdivision to allow multiple buildings on a single site. A concurrent Sidewalk Waiver was granted, exempting sidewalk construction along Government Boulevard.

At its June 2008 meeting, the Board of Zoning Adjustment approved a Surfacing Variance to allow aggregate vehicle maneuvering areas on Lot 1, consistent with the May 2008 PUD. Although an extension was granted in April 2009, the site was never developed, and both the PUD and variance approvals expired.

In February 2009, the Planning Commission granted Planning Approval for the development of Lot 2 with 50,000 square feet of warehousing, along with a concurrent PUD allowing five buildings on a single site. While the PUD expired due to lack of development, Planning Approvals do not expire, and that approval remains in effect.

In December 2015, the *Addition to Regal Investments Subdivision* was approved, subdividing a portion of Lot 1 and combining it with Lot 1 of the *Harris Business Park Subdivision, Resubdivision of Lot 2, Phase One*. This action also included rezoning from B-3 and I-1, to B-3, to eliminate split-zoning. The remaining portion, labeled "Lot B," retained its I-1 zoning designation.

The plat was recorded in June 2016, and the rezoning was adopted by the City Council on April 26, 2015.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Show and label all flood zones. New maps went into effect on June 5, 2020. It appears that the AE flood zone is also located within LOT 1.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 32.5'.
F. Show and label the BFE (Base Flood Elevation) on each lot that contains a V or VE flood zone designation.
G. Revise NOTE 7 to read "As shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE."
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Fire code compliance in regard to fire ground operations will be required to be adhered to through permitting prior to structures being placed on the property.

Planning Comments:

Subdivision

The purpose of this application is to consolidate two (2) legal lots of record into one (1) legal lot of record. The site is served by public water and sanitary sewer.

The property has frontage along Government Boulevard, a Principal Arterial Street maintained by the Alabama Department of Transportation (ALDOT), which requires a 250-foot-wide right-of-way; and along Lakeside Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat shows that both street frontages meet the required right-of-way widths; therefore, no additional dedication is necessary.

The proposed lot is irregular in shape and may be classified as a "flag lot," with two (2) narrow "poles" providing frontage onto Government Boulevard and Lakeside Drive. While Section 6.C.9. of the Subdivision Regulations generally discourages flag lots, such designs are permissible in areas where irregular lot configurations are

common and consistent with surrounding development. Although there are few, if any, flag-shaped lots in the immediate vicinity, the Planning Commission's prior approvals of similar flag-lot subdivisions on this property support the justification for a waiver of Section 6.C.9.

The proposed lot exceeds the minimum area requirements for lots served by public water and sanitary sewer within both the B-3 Suburban and I-1 zoning districts. This information is properly labeled in square feet and acres on the preliminary plat. If approved, the same information should be retained on the Final Plat or presented in a table with equivalent detail.

The lot also exceeds the 3.5:1 maximum width-to-depth ratio specified in Section 6.C.3. of the Subdivision Regulations along both street frontages due to its flag-shaped configuration. However, since similar designs were approved in previous subdivisions of the property, a waiver of Section 6.C.3. is considered appropriate.

A 25-foot front yard setback is depicted along both street frontages where the lot width is at least 60 feet. This meets the requirements of Section 5.C.2.(i) of the Subdivision Regulations, as well as Article 2, Sections 64-2-14.E. and 64-2-21.E. of the Unified Development Code (UDC), applicable to B-3 and I-1 zoning districts. If approved, these setback details should be retained on the Final Plat.

Approval of this subdivision will result in a split-zoned lot (B-3 and I-1). Therefore, subdivision approval is contingent upon approval of the associated rezoning request.

Rezoning

As previously noted, approval of the subdivision request would result in the creation of a split-zoned lot, with portions zoned B-3 (Community Business, Suburban) and I-1 (Light Industry). The applicant's justification for the associated rezoning request can be accessed via the link provided on Page 1 of this report. In this case, the subdivision may necessitate and justify a reclassification of zoning to eliminate the resulting split zoning. If the subdivision is approved, the rezoning process should be completed prior to signing the Final Plat.

The subject site is surrounded by properties zoned B-3 Suburban. The surrounding area includes a variety of land uses such as tire sales, convenience stores, automobile sales and repair businesses, an emergency services provider, professional offices, and several warehousing and distribution operations.

Although no site plan was submitted with the rezoning application, the applicant's narrative states that the proposed use of the site is a covered self-storage facility. This type of use is permitted by right in the B-3 Suburban District. However, outdoor storage only (no buildings) would require a minimum zoning designation of Commercial Warehouse (CW).

While a site plan is not required for consideration of the rezoning request, any future development of the site must comply fully with the applicable provisions of Article 3 of the Unified Development Code (UDC).

Historically, rezoning to I-1 in this area has been granted to accommodate industrial Planned Unit Developments. Given that the proposed development is not industrial in nature, rezoning to I-1 may not be appropriate in this instance. However, one of the conditions under which rezoning may be justified—according to the Unified Development Code—is the presence of a manifest error in the current zoning. The proposed subdivision would create a split-zoned lot, which could be viewed as such an error, thereby supporting the need for rezoning.

Nonetheless, the portion of the site currently zoned I-1 has never been developed and as mentioned, is surrounded by B-3 Suburban properties. Therefore, rezoning the I-1 portion to B-3 Suburban, rather than rezoning

the B-3 Suburban portion to I-1, may be more consistent with the character of the surrounding area and more appropriate to eliminate the split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, waivers of Sections 6.C.3 (width-to-depth ratio) and 6.C.9. (lot design) will be required and the following conditions could apply:

1. Retention of the right-of-way widths of Government Boulevard (250 feet) and Lakeside Drive (50 feet) on the Final Plat;
2. Retention of the lot size label in both square feet and acres on the Final Plat, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along each street frontage where the lot is at least 60 feet in width;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

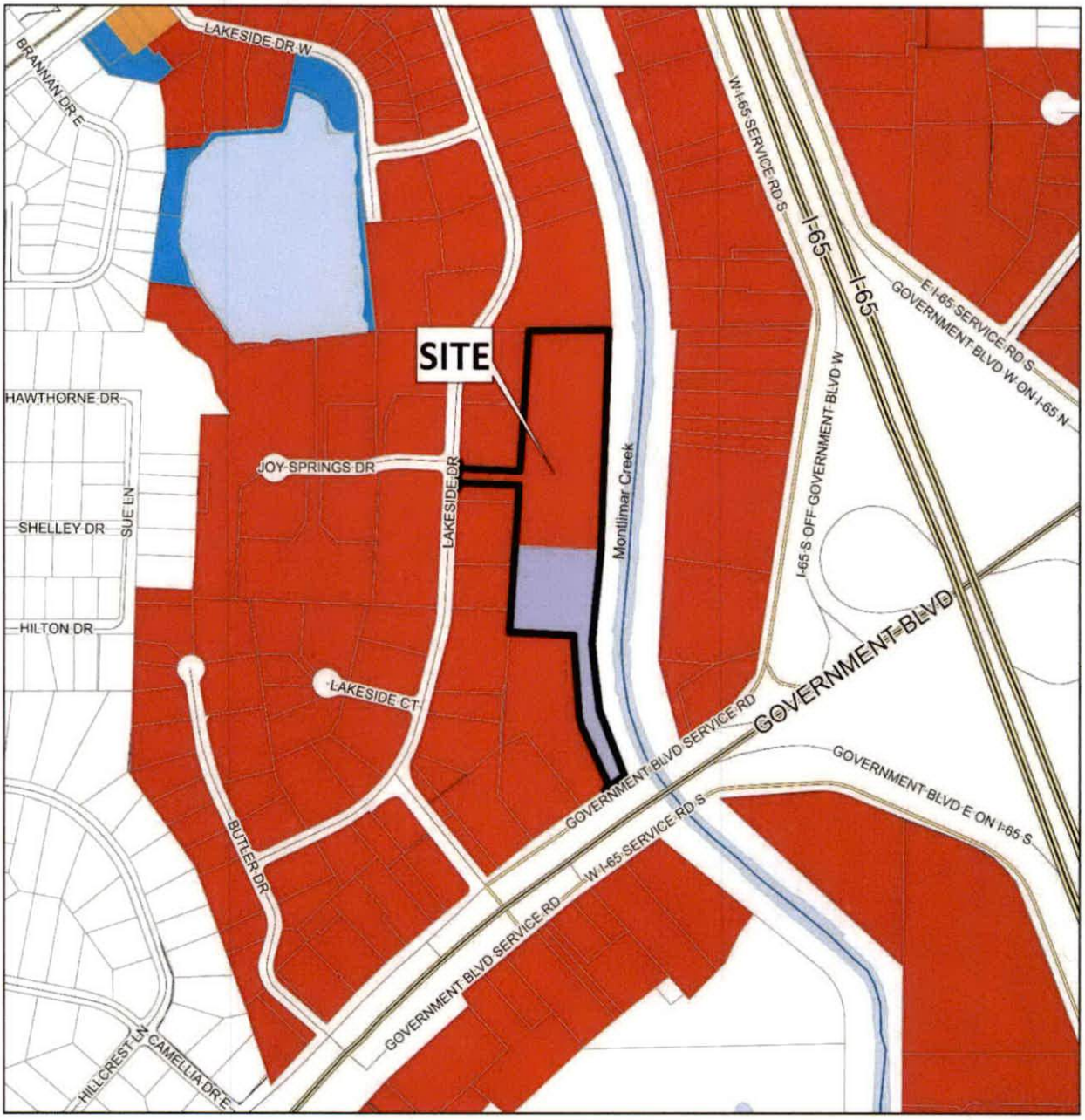
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE June 12, 2025

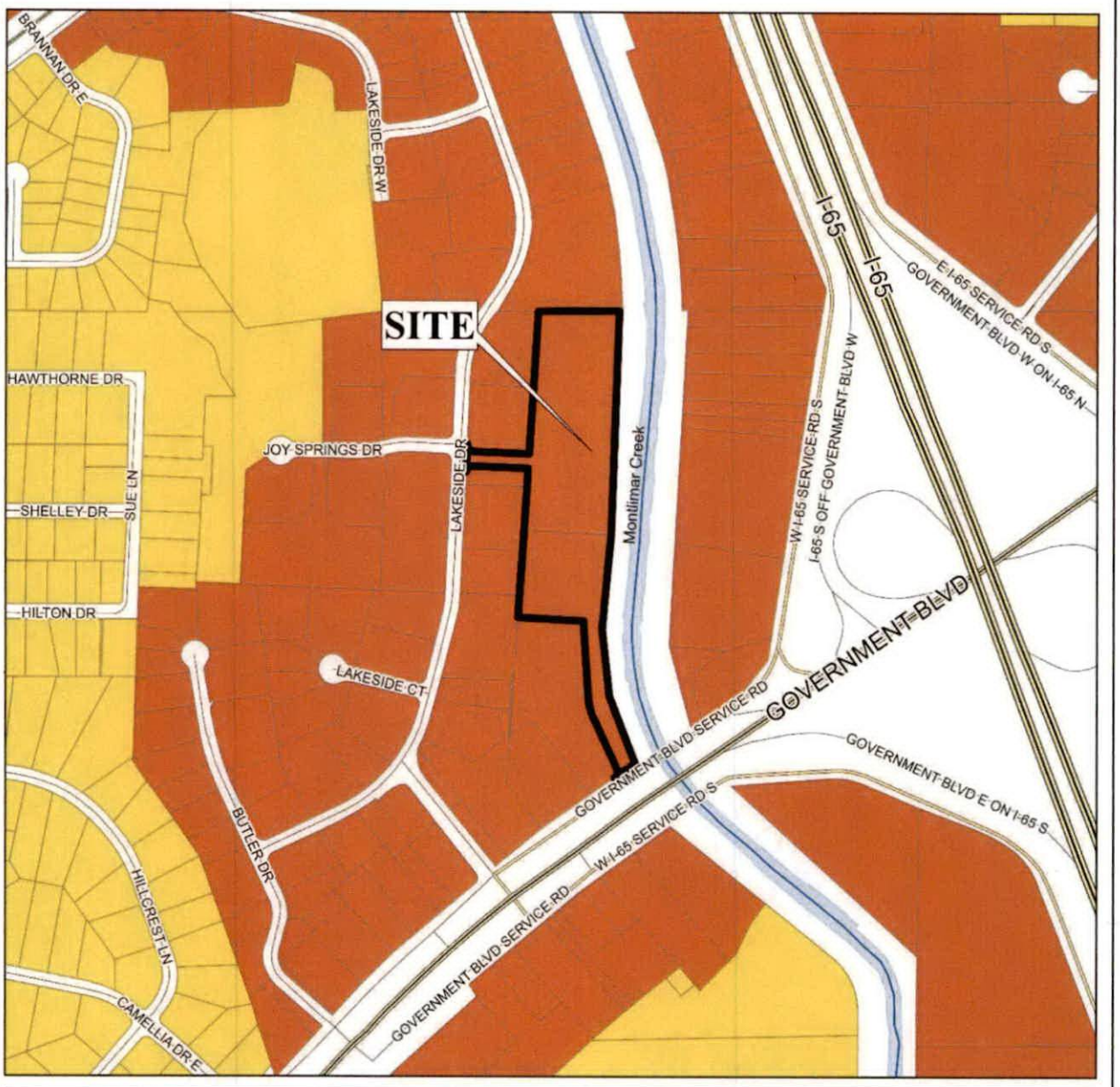
APPLICANT Bushwood Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

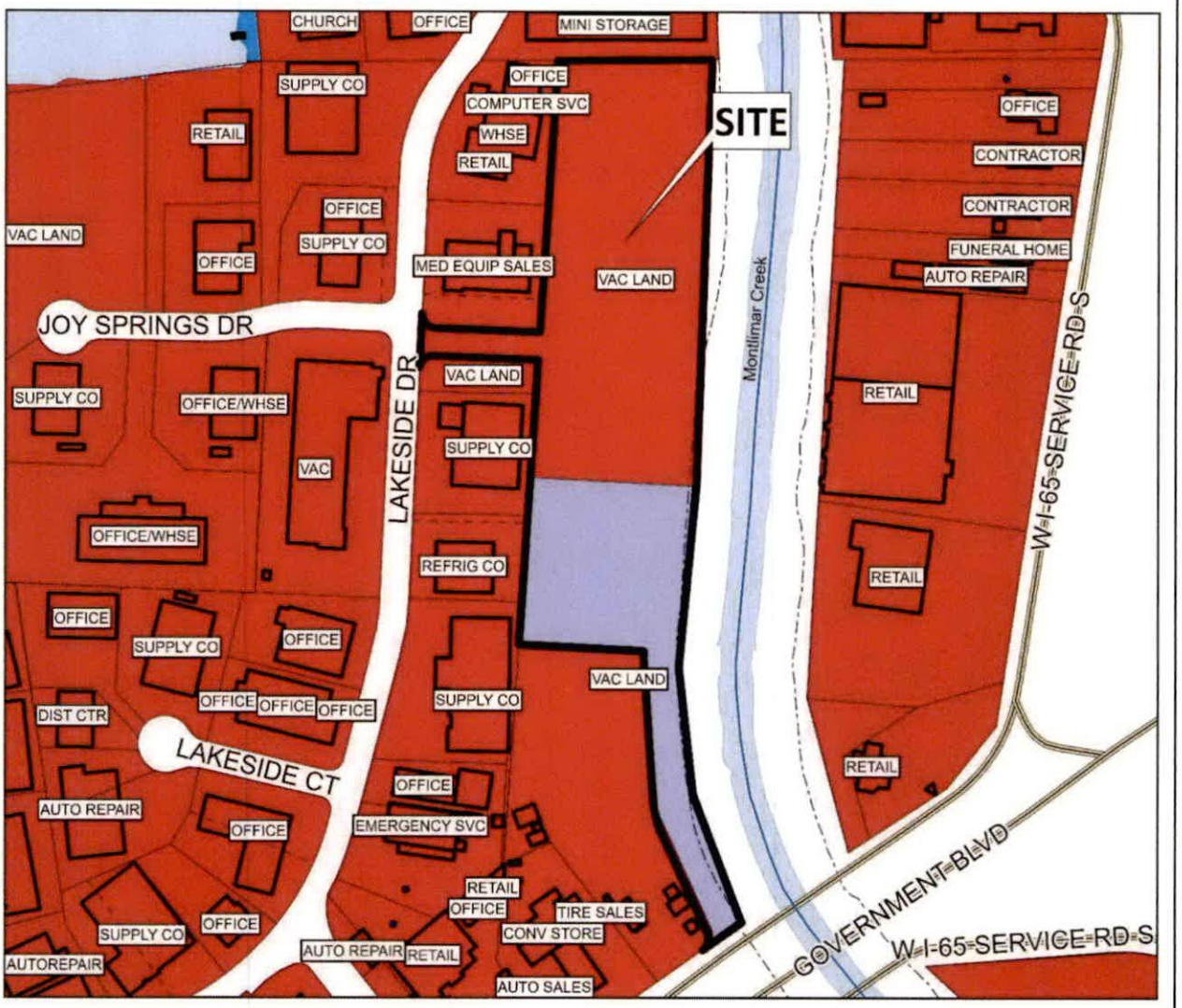
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

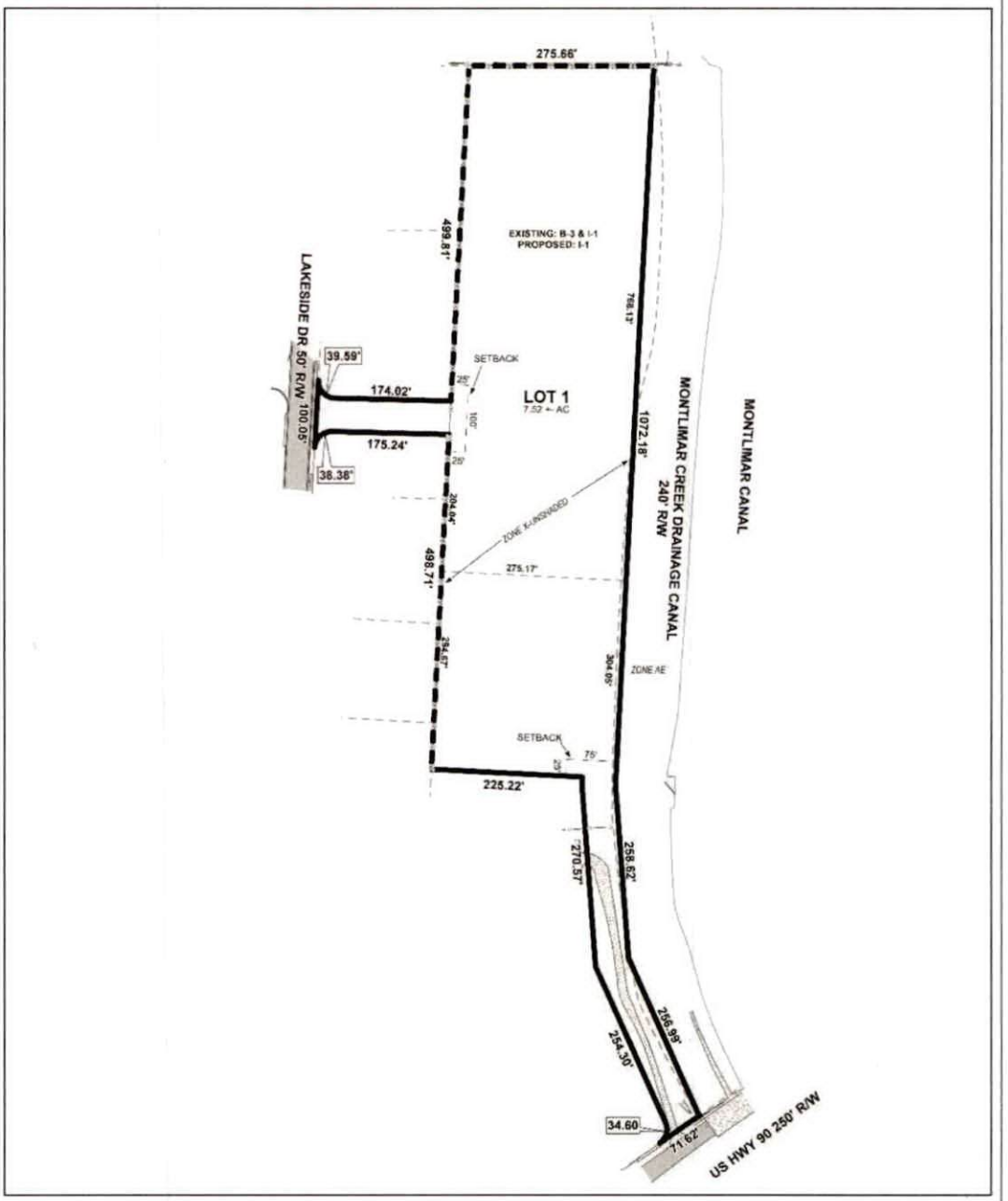
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



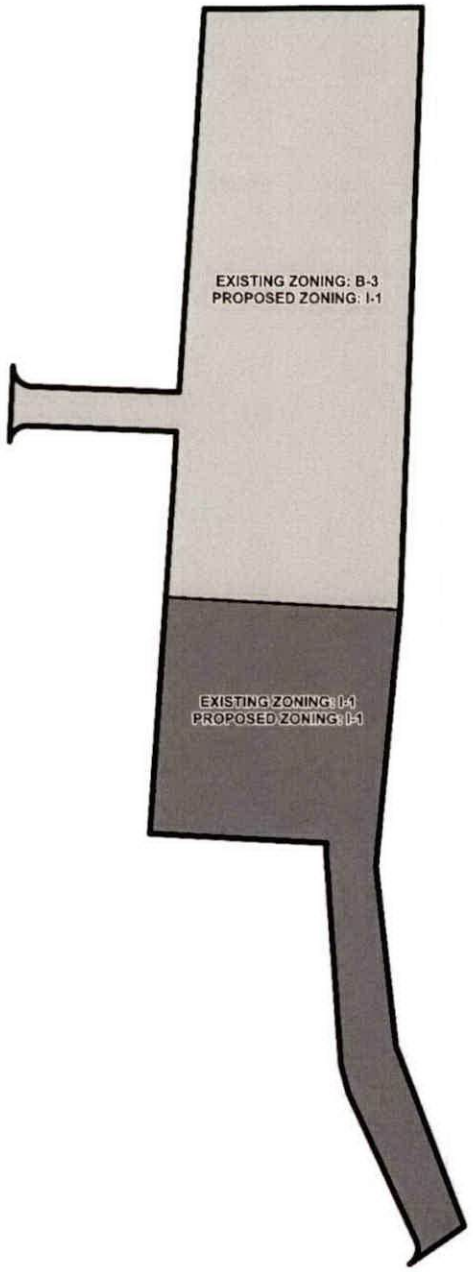
The site plan illustrates drives, setbacks and proposed zoning.

APPLICATION NUMBER	7	DATE	June 12, 2025
APPLICANT	Bushwood Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and I-1 to I-1		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER	7	DATE	June 12, 2025
APPLICANT	Bushwood Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and I-1 to I-1		

N

NTS

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **265 CUBA STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7 and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **265 CUBA STREET** described as:

LOT 31 BLK 29 CAMP GROUND T RT MBK 1 P 12 BEING SW COR OF CUBA & ADAM STS #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 120

Last Assessed to: KEMP DEBORAH

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **265 CUBA STREET.** OWNED BY OR MAY HAVE AN INTEREST: **KEMP DEBORAH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 33 01 11 2 000 205
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: LOT 31 BLK 29 CAMP GROUND T RT MBK 1 P 12 BEING SW COR OF CUBA & ADAM STS #SEC 40 T4S R1W #MP29 06 40 0 007

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

265 CUBA ST

Property Details

PARCEL KEYX	00749177	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	N
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	69	SCORE DISCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 9-16-24

Vote 3 to 2 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/03/2025

Property Address: 265 Cuba Street **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


CUBA
PRIVATE PROPERTY
NOTICE
SAMANTHA
INGRAM
DISTRICT 2












265















Affidavit of Mailed Notice

July 29, 2025

State of Alabama
County of Mobile

Subject Property – 265 Cuba Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
265 Cuba Street
Mobile, AL 36603-5439

June 12, 2025

RE: 265 Cuba Street
Project Number: ME-141-24

Dear Owner:

On June 3, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 265 Cuba Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 31 BLK 29 CAMP GROUND T RT MBK 1 P 12 BEING SW COR OF CUBA & ADAM STS #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 120

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **July 27, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025,** provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 5, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **265 Cuba Street** Date: December 10, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 6, 2024

Per the Title Report, the owner is: Fee simple is vested in Deborah Kemp

Notes: Pamela Lee is listed per unreleased vendors lien deed. Pamela Lee quit claimed property over to Deborah Kemp.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 265 Cuba St Mobile AL 36603-5439	Subject/location address
2	Pamela Lee 3050 Warren St Mobile AL 36612-1520	Owned per will case 2021-2505 – unrecorded quit claim deed over to Deborah Kemp – Phone number 251-680-1079, 251-476-2169 good 2024
3	Pamela Lee 500 Dauphin Island Pkwy Apt 1 Mobile AL 36606-1227	LexisNexis address good 12/2024 – Revenue Commission website mailing address good 2021-2022
4	Deborah Kemp 2220 Clement St Mobile AL 36617-2403	Owner per quit claim deed – Revenue Commission website mailing address good 2023-2024 – Phone numbers are 251-367-1690, 251-422-6746 and 251-391-1103 good 9/2024

TAX STATUS: 2024 TAXES DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages

5	Thomas Henderson Kerr 4230 Sanders VW Apt 104 Colorado Springs CO 80916-3920	Owner of VLD 4860-446 Loan Term Payout in 2015 – no cancellation found per title report – Phone number is 781-862-5870 good 2024

Lis Pendens

Lis Pendens – City of Mobile vs Deborah Kemp, filed 8/29/2024, recorded 10/9/2024, instrument number 2024064221

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP MPD Third Precinct- Emergency Generator

CAPITAL PROJECT #: F365-001 (20002000-48010)

CONTRACT AMOUNT: $53,680.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-005-25

PROJECT DESCRIPTION: Provide necessary electrical work to install a new 150KW emergency powered natural gas generator mounted and placed on an existing concrete pad.

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___Emma Dean – Office Assistant II Date: ___09/25/2025

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Bill Smith Electric, Inc.
Project Name:	MPD Third Precinct- Emergency Generator
Project Number:	PD-005-25
Amount:	$53,680.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD Third Precinct- Emergency Generator

CAPITAL PROJECT #: F365-001 (20002000-48010)

CONTRACT AMOUNT: $53,680.00 **DATE OF RECEIPT:** _____

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CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

General Construction requires Change Order for 10% overages.

Prepared by: Emma Dean – Office Assistant II **Date:** 09/25/2025

09.25.2025

Dear Council Members:

Attached to this memo is an agreement between the BILL SMITH ELECTRIC INC and the City of Mobile, for the project titled “MPD 3RD PRECINCT - EMERGENCY GENERATOR” in the amount of $53,680.00.

We look forward to continued communication on this important project. Please call me at 2512087636 or email me at collin.welch@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Welch, Collin
Project Manager
Architect Engineer
2512087636

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

Bill Smith Electric, Inc.
1095 Hidden Terrace Drive
Cantonment, FL 32533

City Business License No.: 99050
Secretary of State No.: 000-928-186

For the following Project:

MPD 3RD PRECINCT - EMERGENCY GENERATOR
2165 St. Stephens Road
Mobile, Alabama 36617
Project Number: PD-005-25

REV.07/22/2025

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Bill Smith Electric, Inc., hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. **Commencement & Duration**: This Contract shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all obligations under this Contract or (ii) Thirty (30) days from the Effective Date, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: $53,680.00
2. Base Bid: $48,680.00
   Contingency Allowance: $5,000.00
   Total Bid: $53,680.00
   Alternate: (if none available put N/A) N/A

   Total Contract Sum: $53,680.00
3. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

4. Unit Prices, if any:
Item: N/A Units and Limitations: N/A Price per Unit: N/A

5. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
6. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
7. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.

B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Fifty Three Thousand Six Hundred Eighty and 00/100 Dollars ($53,680.00) which includes a Contingency Allowance of Five Thousand and 00/100 ($5,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.

C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in

writing, prior to ordering materials or undertaking work. No contingency shall be used without written change order signed by City.

E. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

F. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

G. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

1. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Contract.

2. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
    a. Final Payment
        i. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
    b. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
    c. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.
    d. The City's final payment to the Contractor of retainage shall be made as follows:

A. The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

e. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
   i. Contractor's Release or Waiver of Liens
   ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
f. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
g. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
h. Any additional close out requirements per the contract documents; and
i. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

A. In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. has completed the contract for MPD 3RD PRECINCT-EMERGENCY GENERATOR, (PD-005-25), 2165 St. Stephens Road Mobile, Alabama 36617,. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

B. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

1. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

2. For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

1. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the

liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. has completed the contract for MPD 3RD PRECINCT- EMERGENCY GENERATOR, (PD-005-25), 2165 St. Stephens Road Mobile, Alabama 36617. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be be $250 per day for Substantial Completion; $125 per day for Final Completion. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days

of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Jacob W. Smith, President
1095 Hidden Terrace Drive
Cantonment, FL 32533
850-968-6500

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Contract:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [If Applicable]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

XXVII. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's

compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:

Bill Smith Electric, Inc

By:_____
Jacob W. Smith, President

STATE OF FLORIDA)
CITY OF PENSACOLA)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Jacob W. Smith, whose name as, President of Bill Smith Electric, Inc. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 16th day of September, 2025.

(SEAL)

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 226376
My Commission Expires
June 03, 2026

_____
Notary Public
My Commission Expires: June 03, 2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

REV.07/22/2025

Exhibit A

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

Summary of Work Exhibit A:

Base Bid: Provide necessary electrical work to install a new 150KW emergency powered natural gas generator mounted and placed on an existing concrete pad. Owner will procure new generator set and Contractor will be responsible for coordinating and taking possession of the Emergency Generator from the vendor. Contractor will be responsible for removing and disposing of existing generator and enclosure. Contractor will remove existing and install new transfer switch. Install remote annunciator. Coordinate with MPD facility for required building outage within process. Contractor will be responsible for disconnecting and reconnecting natural gas. The facility is located at 2165 St. Stephens Road Mobile, Alabama 36617.

PERFORMANCE BOND

Bond No. 101435216

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bill Smith Electric, Inc. 1095 Hidden Terrace Drive, Cantonment, FL 32533, hereinafter called the Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Fifty Three Thousand Six Hundred Eighty and 00/100 Dollars ($53,680.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete MPD 3RD PRECINCT - EMERGENCY GENERATOR (PD-005-25), 2165 St. Stephens Road, Mobile, Alabama 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 18th day of SEPTEMBER, 2025.

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRESIDENT

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

LABOR AND MATERIAL PAYMENT BOND

Bond No. 101435216

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bill Smith Electric, Inc. 1095 Hidden Terrace Drive Cantonment, FL 32533, as Principal, and Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IA 50306 - 3498, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Fifty Three Thousand Six Hundred Eighty and 00/100 Dollars ($53,680.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete MPD 3RD PRECINCT - EMERGENCY GENERATOR (PD-005-25) 2165 St. Stephens Road Mobile, Alabama 36617, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 18th day of SEPTEMBER 2025

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
JACOB W. SMITH, PRESIDENT

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennen Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Exhibit A

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

Summary of Work Exhibit A:

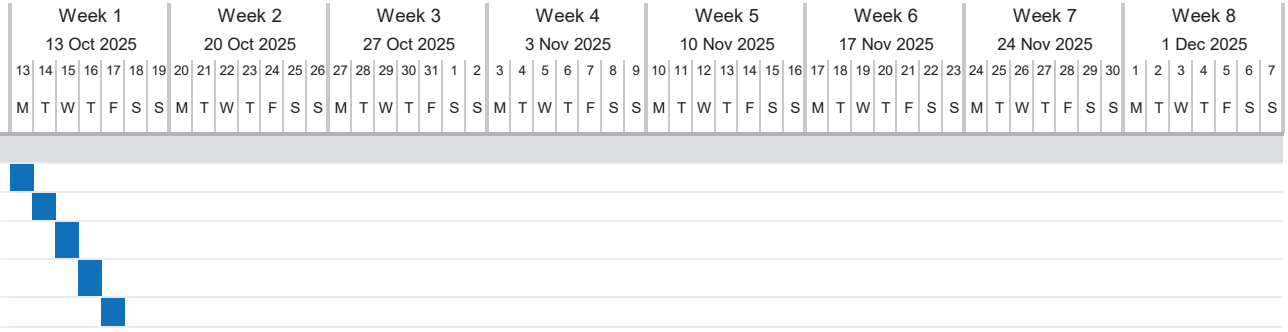
Base Bid: Provide necessary electrical work to install a new 150KW emergency powered natural gas generator mounted and placed on an existing concrete pad. Owner will procure new generator set and Contractor will be responsible for coordinating and taking possession of the Emergency Generator from the vendor. Contractor will be responsible for removing and disposing of existing generator and enclosure. Contractor will remove existing and install new transfer switch. Install remote annunciator. Coordinate with MPD facility for required building outage within process. Contractor will be responsible for disconnecting and reconnecting natural gas. The facility is located at 2165 St. Stephens Road Mobile, Alabama 36617.

PD-005-25 Project Schedule

Bill Smith Electric, Inc.

Project Start Date: 10/13/2025 (Monday) | Display Week: 1 | Project Lead:

WBS	TASK	LEAD	START	END	DAYS	% DONE	WORK DAYS
1	**INSTALL**			-			-
1.1	ELECTRICAL DEMO		Mon 10/13/25	Mon 10/13/25	2	0%	1
1.2	INSTALL NEW ATS		Tue 10/14/25	Tue 10/14/25	5	0%	1
1.3	INSTALL NEW GENSET		Wed 10/15/25	Wed 10/15/25	12	0%	1
1.4	INSTALL AND TERM, CABLES		Thu 10/16/25	Thu 10/16/25	19	0%	1
1.4.1	START UP GENSET		Fri 10/17/25	Fri 10/17/25	2	0%	1



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: City of Mobile
Director, Architectual Engineering Department
PO Box 1827
Mobile Alabama 36633-1827
Emma Dean

FROM: Bill Smith Electric Inc.
1095 Hidden Terrace Drive, Gonzalez FL 32560

PROJECT:
PD-005-25 MPD 3rd Precinct Emergency Generator
2165 St. Stephens Road, Mobile, Alabama, 36617

CONTRACT FOR: Installation of City provided Generator

APPLICATION: 1
PERIOD FROM :
TO :

CONTRACTOR'S
PROJECT NO : **2505.03**
CONTRACT DATE : 09/18/2025

Distribution to :
- [X] OWNER
- [ ]
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bill Smith Electric, Inc.
Timothy Forget, Project Manager
By : Date :

The present status of the account for this contract is as follows:

ORIGINAL CONTRACT SUM		$ 53,680.00
Net change by Change Orders		$ 0.00
CONTRACT SUM TO DATE (Line 1 + 2)		$ 53,680.00
TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
RETAINAGE:	**5.0%** Completed Work 0.00	
	5.0% Stored Material 0.00	
Total in Column I on G703		$ 0.00
TOTAL EARNED LESS RETAINAGE		$ 0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 0.00
CURRENT PAYMENT DUE		$ **0.00**

State of : Florida
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - APRIL 1978 EDITION - AIA copyright 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1978

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PD-005-25 Current Date 9 /10 /25

Project Description MPD 3RD Precinct- Emergency Generator

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Contractor will provide single trade services and will not be using any sub-contractors.

Shannon McIntyre
Requested By (Department Director)

Shannon McIntyre | AE Director | 09/10/2025
(Signature) **(Title)** **(Date)**

(251) 208-7635 | shannon.mcintyre@cityofmobile.org
Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Small Bis. Dev. MGR | 09/17/2025
(Signature) **(Title)** **(Date)**

Approved By (CAO)

PD-005-25 DBE Waiver 1

Final Audit Report 2025-09-17

Created:	2025-09-10
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGyaog13jWa6lnAXZ07b6d6c_b7bygmOl

"PD-005-25 DBE Waiver 1" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-09-10 - 4:43:55 PM GMT- IP address: 76.8.254.3

Document emailed to Shannon McIntyre (shannon.mcintyre@cityofmobile.org) for signature
2025-09-10 - 4:44:41 PM GMT

Email viewed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
2025-09-10 - 7:52:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
Signature Date: 2025-09-10 - 7:52:23 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-09-10 - 7:52:24 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-09-10 - 8:19:45 PM GMT- IP address: 104.47.65.254

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-09-17 - 8:54:26 PM GMT- IP address: 76.8.254.3

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-09-17 - 8:55:05 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-09-17 - 8:55:05 PM GMT

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Bill Smith Electric, Inc.
Address	PO Box 1057 Gonzalez, FL 32560
Telephone	850-968-6500
E-Mail	jake@billsmithelectric.com

RFP/RFQ Solicitation Number	CT-045-21
Project Description	MPD 3RD PRECINCT - EMERGENCY GENERATOR, PD-005-25
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 19 Female 4 Minority 2 Non-minority 23 SDVO _____ Total number of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob W. Smith

Signature: _____ Date: 9/16/2025

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jacob W. Smith Title: President

Email: jake@billsmithelectric.com Phone: 850-968-6500

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Bill Smith Electric, Inc. Your Bid/Proposal Amount $ 53,680.00 Date: 9/16/2025

Description _____ Name of Bidder/Proposer: MPD 3RD PRECINCT - EMERGENCY GENERATOR, PD-005-25

Bill Smith Electric, Inc. Jacob W. Smith President

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.						

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bill Smith Electric, Inc.

Contact Person: Jacob W. Smith Phone: 850-968-6500 Email: jake@billsmithelectric.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**DBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.

E-Verify

Company ID Number: 1207295

Approved by:

Employer Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	Title
Signature Electronically Signed	Date 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2017

E-Verify

Company ID Number: 1207295

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Alabama Secretary of State

Bill Smith Electric, Inc.	
Entity ID Number	000-928-186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS INC
Registered Office Street Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Registered Office Mailing Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024
Transactions	
Transaction Date	12/07/2018
Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021

Bill Smith Electric, Inc.	
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/01/2004 Certificate of Formation 1 pg.
Document Date / Type / Pages	06/12/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/07/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/08/2021 Registered Agent Change 2 pgs.

Browse Results New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Pensacola 10427 Sorrento Rd, Ste 305 Pensacola FL 32507 License#: L100460	**CONTACT NAME:** Melissa Harris **PHONE (A/C, No, Ext):** 850-453-6512 **FAX (A/C, No):** 850-453-6512 **E-MAIL ADDRESS:** Melissa.Harris@Acentria.com
INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560 BILLSMI-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** FCCI Insurance Company — 10178 **INSURER B :** Evanston Insurance Company — 35378 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1655546207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Lia. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL10008624702	7/24/2025	7/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA10008624602	7/24/2025	7/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	UMB10008625002	7/24/2025	7/24/2026	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC010010323800	7/24/2025	7/24/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Contractor's Pollution Inland Marine Installation Floater			CPLMOL133176 CM10008624802	7/24/2025 7/24/2025	7/24/2026 7/24/2026	Limit Scheduled Equipment Installation Floater	$1,000,000 $336,750 $650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Installation Floater Included in Policy Number CM10008624801
Jobsite Limit $650,000
Temporary Storage Limit $100,000
Transit Limit $300,000
Deductible $1,000

Re: Project Number: PD-005-25, Project Name: MPD 3rd Precinct – Emergency Generator.
See Attached...

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles H. Lyddell

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - Pensacola	NAMED INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

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6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

    For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

    a. Each of your projects away from premises owned by or rented to you; or

    b. Each "location" owned by or rented to you.

    "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager, if you are a limited liability company;

(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

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4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-24-25 Policy No. WC0100103238-00 Endorsement No.

Insured BILL SMITH ELECTRIC INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
   a. Theft or mischief or vandalism; or
   b. All perils;

   will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
   a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
   b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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BILL SMITH ELECTRIC

May 16, 2025

Mr. David Cordingly
Project Manager
City of Mobile

RE: MPD 3rd Precinct Generator.

Dear David

Bill Smith Electric is pleased to confirm our proposal, in the amount of **$48,680.00**
For the installation of new 150KW Natural Gas generator and transfer switch per the below scope of work.

- Remove and dispose of existing generator and enclosure
- Install new 150KW CAT generator
- Remove existing and install new transfer switch.
- Install remote annunciator
- Coordinate with MPD facility for required building outage.
- Disconnect and reconnect natural gas.

Clarifications:
Generator and transfer switch provided by others
Existing conductors to be utilized
Existing pad to be utilized
Price is firm for 30 days.

We greatly appreciate the opportunity to quote our electrical services to you. We look forward to receiving your valued purchase order. If you have any questions, please do not hesitate to call.

Very truly yours,

Timothy Forget
Timothy Forget
Project Manager

Bill Smith Electric, Inc.
PO Box 1057
Gonzalez FL 32560
(850) 968-6500

File: TPF/Estimate E2121

From: Cordingly, David
To: tim@billsmithelectric.com
Subject: Request for Proposal - MPD 3rd Precinct Generator Installation
Date: Tuesday, May 13, 2025 1:35:00 PM
Attachments: image001.png
25003300; GENERATOR 3RD PREC.pdf
CAT Generator for Mobile Police 3rd Precinct_Refreshed dec-3-2024.pdf
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Tim – Good morning,

When you get a chance, I'd like to request a quote for another generator install. Location is MPD 3rd Precinct – 2165 St Stephens Rd, Mobile, AL 36617.

I have already ordered the generator and ATS, so this request would be to provide all the necessary electrical work to install a new 150KW emergency powered natural gas generator and mounted and placed on an existing concrete pad and a new ATS.

Let me know when you have time to discuss. I've attached the P.O. and the original generator quote.. Don't worry, I made sure this one has an enclosure!

Thanks,
David









- Voltage needed: 120/208 volt 3 phase
- Remote annunciator and/or remote emergency stop button will be provided
- Automatic transfer switch is sized for the entire building utility service. (service size is 600 amps feeding transfer switch rated at 800 amps)
- This service has a 600-amp main breaker feeding transfer switch so no it does not need to be service rated.

David M. Cordingly
Capital Improvement Manager – Public Safety

Architectural Engineering
City of Mobile

205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

_____

E: david.cordingly@cityofmobile.org
O: 251.208.7637
M: 251.802.2436 (preferred)
W: https://www.cityofmobile.org/public-works/



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:
Added late at the request of Cherlina.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Alabama Fiber Network - City of Mobile Franchise Agreement - 2025
2. City of Mobile COI
3. Resolution - ROW Alabama Fiber Network

REVIEWERS:
Lana Gauthier
Lana Gauthier

RIGHTS-OF WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Agreement") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation located in Mobile, Alabama, acting by and through its Mayor and City Council; and

FIBER UTILITY NETWORK, INC., d/b/a Alabama Fiber Network, an Alabama corporation with its principal office at 103 Jesse Samuel Hunt Blvd, Suite 203, Prattville, AL 36066 ("Franchisee").

The City and Franchisee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Franchisee has requested the City to authorize the use of the City's Rights-of-Way for telecommunication purposes and for the Franchisee to use and install its fiber optic cable and related facilities for the purpose of creating certain telecommunication capabilities; and

WHEREAS, Alabama statutes, City Code of Ordinances, and the Charter of the City of Mobile authorize the City to grant the use and occupancy of rights-of-way for placement of a system, and to adopt rules and regulations regarding such use and occupancy; and

WHEREAS, Chapter 57, Article VIII of the Mobile, Alabama Code of Ordinances, commonly known as the "Right-of-Way Construction and Administration Ordinance," establishes permitting, bonding, inspection, and restoration standards for all construction and occupancy of the City's rights-of-way; and

WHEREAS, Chapter 64, Article 4 (§ 64-4-9) of the Mobile City Code sets forth zoning-use regulations for telecommunications facilities located on private property within the City's land-use jurisdiction; and

WHEREAS, in administering these Code provisions, the City seeks to (i) ensure adequate reimbursement to the City for occupation of its rights-of-way, (ii) safeguard the public and the City from harm that may arise from private commercial use of those rights-of-way, (iii) preserve the City's regulatory authority in a manner consistent with applicable federal and state law, and (iv) promote the public interest by encouraging the deployment and use of advanced telecommunications infrastructure; and

WHEREAS, the City is authorized to and should establish standards for occupancy of the rights-of-way by telecommunications facilities that are consistent with and recognize the Alabama Public Service Commission's duties and jurisdiction; and

WHEREAS, the City agrees to grant the Franchisee the non-exclusive right to use the City rights-of-way described in **Exhibit "A,"** as the same may be amended from time to time due to the expansion and extension of the Franchisee's network; and

WHEREAS, Section 11-44C-29, Code of Alabama 1975, requires that any ordinance or resolution granting a franchise, lease, or right to use the City's streets lie over for 30 days after final passage and be published once a week for three consecutive weeks at the applicant's expense, subject to a referendum if 10 percent of the City's qualified voters so petition; and

WHEREAS, the Franchisee has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Agreement. Should any change to state and federal law after the Effective Date have the lawful effect of materially altering the terms and conditions of this Franchise to the detriment of one or both parties, then the parties will modify this Franchise to ensure that the Franchise remains consistent with applicable law; and

WHEREAS, the City Council finds that granting a non-exclusive franchise to the Franchisee under the terms of this Agreement is consistent with these objectives and will serve the public convenience and necessity.

WHEREAS, this Agreement supersedes and replaces any prior, tacit, or otherwise implied authorization for Franchisee's occupancy or use of the City's rights-of-way, and no property right, franchise, easement, or other interest shall arise or vest in **Franchisee** beyond the limited term and scope expressly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE 1. FINDINGS, AUTHORITY AND DEFINITIONS

1.1 Declaration of Findings.

The City makes the following findings:

The Rights-of-Way within Mobile:

1. Are a unique and physically limited resource;
2. Are critical to the travel and transport of persons and property in the City;
3. Are intended for public uses and must be managed and controlled consistent with that intent;
4. Are critical to the travel and transport of persons and property in the City; and
5. Can be partially occupied by the facilities of utilities and other public service entities, to the enhancement of the health, welfare, and general economic well-being of the City and its citizens.

1.1 Adopted Pursuant to Police Powers

The City adopts this Use Agreement pursuant to its general police powers and applicable law. Any rights granted to Franchisee pursuant to this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable laws enacted by the City pursuant to its police powers, to the extent consistent with Alabama or federal law.

1.2 Defined Terms

For purposes of this Agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "**Affiliate**" means, with respect to any Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party. "Control," for purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

B. "**Application**" means an Application for a Use Agreement in the form determined by the City.

C. "**City Fiscal Year**" means the twelve-(12-) month accounting period used by the City of Mobile for budgeting and financial reporting purposes, which currently begins on October 1 of each calendar year and ends on September 30 of the following calendar year, or such other fiscal period as the City may hereafter establish by ordinance.

D. "**Facilities**" means any portion of a system located in, along, over, upon, under, or through Rights-of-Way.

E. "**Force Majeure Event**" means any act, event or circumstance beyond the reasonable control of the affected Party, including but not limited to acts of God, fire, flood, earthquake, storm, epidemic or pandemic, war, terrorism, insurrection, civil unrest, labor disputes or strikes, governmental actions or regulations, utility or transportation failures, or supplier delays; provided that the affected Party (i) gives prompt written notice of the Force Majeure Event to the other Party, (ii) uses commercially reasonable efforts to mitigate its effects, and (iii) resumes performance as soon as practicable after the Force Majeure Event ceases.

F. **"Gross Receipts"** means **all revenue** received, directly or indirectly, by the Franchisee or any of its affiliates from the operation of Telecommunications Services within the corporate limits of the City, including—without limitation—charges for sales, services, leases, rentals, installations, maintenance, advertising, data transmission, voice, video, internet access, and any ancillary or value-added services transmitted over Facilities located in the Rights-of-Way.

Gross Receipts include revenues derived from wholesale or retail services and any fees or charges paid by end users, resellers, or other entities utilizing such services within the City.

Gross Receipts exclude:

1. Any taxes, fees, or surcharges collected on behalf of and remitted to a governmental authority (federal, state, or local);
2. Revenues from Telecommunications Services that both originate and terminate outside the corporate limits of the City;
3. Refunds, rebates, and uncollectible amounts (net of recoveries), and actual refunds to end users for service outages or billing errors to the extent previously included in Gross Receipts; and
4. Revenues from affiliate or intercompany transfers that do not involve delivery of Telecommunications Services to an actual end user.
5. Any amounts received by AFN attributed to construction of Facilities or Telecommunications System or in recovery of capital expenses for construction related activities.

Gross Receipts shall not be reduced by the Franchisee's costs of operating its business—including, but not limited to, marketing, customer service, billing, administrative expenses, or overhead.

G. "**Lessee**" means any person who acquires by lease or other use agreement the exclusive right to use one or more strands of fiber, conduit or other Facilities from Franchisee.

H. "**Subcontractor**" means any third party engaged by Franchisee to perform any portion of Franchisee's obligations under this Agreement, including but not limited to installation, maintenance, testing, or restoration of Facilities. Franchisee shall remain fully responsible for the acts, omissions, compliance, and performance of its Subcontractors as if such acts or omissions were its own.

I. "**Telecommunications**" means the transmission, between or among points specified by the user, or information of the user's choosing (e.g., data, video, and voice), including Wholesale Lit Capacity, without change in the form or content of the information as sent and received.

J. "**Telecommunication Services**" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, including Wholesale Lit Capacity.

K. "**Telecommunication System**" means the cables, wire, lines, towers, wave guides, optic fiber, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying, or distributing telecommunications to or from locations within the City.

L. "**Use Fee**" means the fee paid by a Franchisee to the City for locating and maintaining Facilities in the Rights-of-Way, as more fully described in Section 5.1 of this Agreement.

M. "**Wholesale Lit Capacity**" means the provision of telecommunication services by Franchisee to a wholesale user - "**Wholesale User**" is a person or entity who acquires Telecommunication Services from Franchisee that does not own, lease, or otherwise have or maintain facilities in the City's rights of way.

ARTICLE 2. AUTHORITY FOR USE OF RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

2.1 **Design and Use**. The Franchisee has designed, engineered, constructed, acquired, leased, or otherwise caused to be constructed facilities and obtained interests in real property or other rights within the City, as necessary to continue the build-out of its fiber optic network. The Franchisee shall maintain its facilities in accordance with applicable industry standards. Through this Agreement, the Franchisee requests and the City grants a non-exclusive right to use the City's

Rights-of-Way to expand and extend the Franchisee's fiber optic network. The existing portions of the network within the City, as of the Effective Date of this Agreement, are described in **Exhibit A (Route Diagram)**, which is attached hereto and incorporated herein by reference.

2.2 **Rights-of-Way Use**. The City hereby agrees to provide access and use of its Rights-of-Way to the Franchisee for the construction, installation, and maintenance of its Telecommunications Facilities within the City limits. Under this Agreement, the Franchisee may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Rights-of-Way within the City, as located and approved by the City, as set forth in paragraph 2.1 of this Agreement, such lines, cable, conductors, ducts, conduits, vaults, manholes, appliances, pedestals, attachments, small cell, and other property and equipment as are necessary and appropriate to the operation of the facilities.

2.3 **Jurisdiction Compliance**. The Franchisee shall construct, operate, and maintain its Telecommunications Facilities in accordance with all applicable federal, state, and local laws, including all permit requirements, and fee payments, and all other City codes and ordinances in effect as of the date of this Agreement or hereinafter adopted. The grant of this Agreement does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and enforce ordinances necessary to provide for the health, safety, and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities in any segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Franchisee.

2.4 **Terms and Conditions Compliance**. The Franchisee agrees to comply with the terms and conditions of the City's Rights-of-Way Construction and Administration Ordinance, Article VIII, Chapter 57 of the Mobile City Code, which is incorporated herein by reference.

2.5 **Maintenance**. The Franchisee shall construct and maintain its Telecommunications Facilities so as not to unreasonably interfere with other uses of the Rights-of-Way. Where appropriate, the Franchisee shall make use of existing poles and other facilities available to the Franchisee. Except where emergencies make such action impractical, the Franchisee shall use reasonable efforts to notify all residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Franchisee or its subcontractors shall be performed in accordance with industry standards.

2.6 **Detailed Plans**. At least thirty (30) days before the beginning of any installation, removal or relocation of its facilities, the Franchisee shall submit detailed plans of the proposed action to the City Engineer. The Department shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Franchisee of the reasons for disapproval. The Franchisee shall designate a responsible contact person with whom City Engineer officials may communicate on all matters

relating to facilities installation and maintenance.

2.7 **Independent Contractor**. Franchisee is an independent contractor and, except as expressly set forth in this Agreement, neither Franchisee nor any of its officers, directors, employees, agents, or subcontractors shall be deemed for any purpose to be an agent, partner, joint-venturer, employee, or representative of the City. Franchisee shall have no authority to bind or obligate the City in any manner. Franchisee shall be solely responsible for (a) the payment of all wages, benefits, payroll taxes and other amounts due its personnel, and (b) maintaining all insurance required under this Agreement for its own benefit and protection.

2.8 **Successors and Assigns.** This Agreement is made for the sole benefit of the City and Franchisee and their respective permitted successors and assigns. Except as expressly set forth in this Agreement, no other person or entity shall have any right of action or any other right or remedy hereunder, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any such right or remedy.

2.9 **Excavation Permits**. Prior to any excavation within the Rights-of-Way, the Franchisee shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.

2.10 **Bond**. The Franchisee shall post a bond with the City in accordance with the City's Rights-of-Way Construction and Administration Ordinance in an amount determined by the City Engineer, to guarantee the timeliness and quality of any construction, repair and restoration work and to guarantee the removal of its facilities from the City's Rights-of-Way should such removal be required upon the expiration of this Agreement. In the alternative, Franchisee may submit a letter of guarantee, in lieu of bond, pursuant to Mobile City Code 57-235 (d).

2.11 **Subsurface Utility Engineering Study**. Prior to the commencement of any construction or alteration of its Facilities located in the Rights-of-Way, the Franchisee shall furnish to the City Engineer a subsurface utility engineering study on any proposed route of construction, expansion, or alteration, which shall consist of the following tasks:

A. All available "as built" plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;

B. Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;

C. Plot and incorporate the data obtained from completion of task "A" and "B" above, on to the Franchisee's proposed system route maps, plan sheets and computer-aided drafting and design (CADD) files; and

D. Provide all such data collected into a CADD file compatible with that used by the City Engineer and deliver a copy to the Engineer. The Franchisee shall deliver both digital and hard-copy versions, if requested, and may be required to update or convert the files if compatibility issues arise with the City's software or system upgrades. All CADD files provided shall be georeferenced to a known and recognized coordinate system appropriate to the project location. The preferred coordinate system shall be the Alabama State Plane Coordinate System West Zone NAD83 (US Feet)], and all spatial data shall be accurately aligned to this system. Horizontal accuracy (positional accuracy) shall be within ±3 feet at a 95% confidence level.

2.12 **Installation, Maintenance, Repair and Replacement Costs**. The Franchisee shall be responsible for all costs borne by the City that are directly associated with Franchisee's installation, maintenance, repair and replacement of its Telecommunications Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the Permit Fee established pursuant to the Rights-of-Way Construction and Administration Ordinance All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Franchisee. Franchisee shall be responsible for its own costs incurred removing or relocating its Telecommunications Facilities when required by the City due to City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

2.13 **Restoration**. All restoration of streets, sidewalks, landscaping, and other public property required under Sections 2.11 and 2.12 shall conform to the City of Mobile Public Works Restoration Manual (Latest Edition) and the ANSI/TIA-569.2-D Telecommunications Pathways and Spaces standard (or successor standard). Franchisee shall:

A. perform all backfill, compaction, paving, striping, concrete, and surface repairs in strict accordance with the detailed specifications, tolerances and testing procedures set forth in those manuals;
B. submit restoration work plans, including material submittals and QA/QC test reports, to the City Engineer at least ten (10) business days before commencing restoration; and
C. certify completion by delivering "as-built" restoration photographs, field density test results, and material invoices within fifteen (15) days after final paving or planting.

If any restoration does not meet the referenced standard, Franchisee shall, at its own cost and within ten (10) days of written notice, re-perform the work to achieve full compliance.

2.14 **Relocation or Removal on City Order**. The City may, at any time and for any governmental purpose, direct Franchisee to relocate, modify, or remove any of its Facilities at Franchisee's sole cost and expense. Franchisee shall complete the ordered work within ninety (90) days after written notice from the City, except that in an emergency—defined as a condition presenting an imminent threat to public health, safety, or essential public infrastructure— Franchisee shall commence remedial action within four (4) hours and fully relocate or remove the affected Facilities within forty-eight (48) hours unless the City grants an extension in writing. Failure to meet these deadlines shall constitute a material breach, and the City may, at its option, perform or contract for the necessary work and recover all costs (including administrative overhead) from Franchisee or the Franchisee's performance bond.

2.15 **Dig-Once / Joint-Trench Coordination**.

A. **Notice of Planned Excavation**. Except in an Emergency (as defined in § 2.14), Franchisee shall give the City Engineer written notice at least forty-five (45) calendar days before commencing any excavation, boring, or trenching work within the Rights-of-Way ("ROW Work"). The notice must include a work map, schedule, and depth profile sufficient for the City to evaluate potential coordination opportunities.

B. **City Coordination Period**. Upon receipt of notice, the City Engineer may, within fifteen (15) calendar days, convene a coordination call or meeting with Franchisee and any other persons or utilities that have expressed an interest in performing subsurface work in the same general location within the next six (6) months. Franchisee shall participate in good faith and use commercially reasonable efforts to accommodate a joint-trench or other shared-infrastructure arrangement that minimizes repeat disturbance of the ROW.

C. **Joint-Trench Obligations**. If a joint-trench arrangement is feasible in the City Engineer's reasonable judgment:

1. Franchisee shall cooperate in developing a mutually acceptable construction schedule, traffic-control plan, and restoration plan;
2. Each participating party shall bear its proportionate share of direct construction and restoration costs, unless the parties otherwise agree in writing; and
3. Franchisee shall, at the City's written request, install spare conduit or duct capacity (or oversize its duct bank) to the City's specifications; the City will reimburse Franchisee for the incremental material cost of such spare capacity unless another party agrees to do so.

D. **No Delay Beyond Ninety Days**. Participation in a joint-trench shall not obligate Franchisee to delay its ROW Work more than ninety (90) calendar days from the start date stated in its original notice unless Franchisee agrees otherwise in writing.

E. **Emergencies**. In an Emergency requiring immediate excavation to protect life, property, or service continuity, Franchisee may proceed without prior coordination but shall notify the City Engineer and Alabama 811 as soon as practicable and shall restore the Rights-of-Way in accordance with § 2.13 (Restoration) of this Agreement.

F. **Enforcement**. Failure to comply with this Section constitutes a material breach, subject to the termination provisions of Article 3.

2.16 **No Waiver of Separate Permits**. Joint-trench participation does not waive any permit, inspection, or fee requirements that would otherwise apply to each participant.

2.17 **Subcontractor Compliance**. Franchisee shall ensure that each Subcontractor engaged to perform any work or services under this Agreement is bound by written agreement to comply with all applicable terms of this Agreement, including but not limited to:

A. insurance requirements (Article 9), indemnification obligations (Article 8), and maintenance of performance security (Section 3.3);

B. all installation, restoration (Sections 2.6–2.13) and safety standards (Article 12);

C. service-level commitments and reporting obligations (Article 5); and

D. all health, safety, environmental and public-records requirements set forth herein.

E. Franchisee shall remain fully responsible for the acts, omissions, performance, and compliance of its Subcontractors as if performed by Franchisee itself.

2.18 **Force Account & Suspension of Work.**

A. **City-Directed Suspension**. The City may, at any time and for any reason related to public safety, traffic control, utility coordination, or other legitimate City projects, suspend all or part of Franchisee's work in the rights-of-way by written notice to Franchisee.

B. **Suspension Notice**. Such notice shall specify the scope of suspension, the reasons therefor, and the anticipated duration. Franchisee shall immediately cease the suspended work and secure the site in a safe condition in accordance with the standards of Section 2.13.

C. **Restoration Upon Restart**. Within ten (10) business days after written notice to resume work, Franchisee shall restore any area where work was halted—including temporary pavement, markings, landscaping, or safety devices—to the condition required by Sections 2.11–2.13 before recommencing suspended activities.

D. Force Account Option. If Franchisee fails to secure the site or perform required restoration within the timelines above, the City may, at its option, perform such actions by force account or contract with third parties. Franchisee shall reimburse the City for all costs incurred within thirty (30) days of invoice, plus interest at the rate set forth in Section 5.1(e).

2.19 **Licensing and Bonding.**

A. **Statutory Definitions**. For purposes of this Agreement, "General Contractor" and "Subcontractor" shall have the meanings set forth in Ala. Code § 34-8-1:

1. A "General Contractor" is one who, for a fixed price, commission, fee, or wage, undertakes to construct, alter, maintain, repair, rehabilitate, or demolish any structure or improvement in excess of $100,000 (or any swimming pool over $5,000).
2. A "Subcontractor" is one who performs such work under contract to a General Contractor or another Subcontractor.

B. **State Contractor Registration**. Franchisee and any Subcontractor as defined above shall hold and maintain all required classifications under a valid general contractor's license issued by the Alabama Board for General Contractors (Ala. Code § 34-8-1 et seq.), including any specialty classification necessary for telecommunications, utility installation, or public-works projects.

C. **Local Business and Contractor Licenses**. Franchisee and its Subcontractors shall obtain and keep current all City of Mobile business, occupational, or contractor licenses required by City Code Chapter 57 (Contractor Licensing) prior to commencing any work under this Agreement.

D. **Performance and Payment Bonds**. Franchisee and any Subcontractor required by state law or City ordinance to furnish performance or payment bonds for public-works or telecommunications work shall deliver such bonds in the form and amount required by the Alabama Board for General Contractors or City Code and shall maintain them in full force and effect throughout the applicable work.

1. **Right-of-Way / Telecommunications Work (non-§39-1-1).** For work performed under City right-of-way permits (including trenching, bores, and surface restoration) that is not a §39-1-1 public works contract, FRANCHISEE shall, before permit issuance, provide and maintain a ROW Restoration/Performance Bond in a penal sum equal to 100% of the City Engineer-accepted estimate of restoration and maintenance costs, but not less than $100,000 per permit or project segment. The security shall remain in force through acceptance and for two (2) years thereafter to cover restoration and maintenance obligations.

2. **Subcontractor Bonds.** Any Subcontractor performing a discrete scope valued at $100,000 or more shall furnish performance and payment bonds in the amounts specified above to the prime contractor, with the City named as dual obligee (or with a dual-obligee rider) if requested by City. (This paragraph is a contract requirement and supplements statutory bonding.)

3. Form; Surety; Continuity. Bonds shall be issued by a corporate surety licensed in Alabama and otherwise acceptable to OWNER; be on forms reasonably approved by OWNER; and be kept in full force until all obligations covered by the bond are satisfied. If the City draws on the security, FRANCHISEE shall replenish it within ten (10) days to the required penal sum.

4. **Default.** Failure to timely furnish, maintain, or replenish required security is a material breach and grounds for permit suspension, work stoppage, or other remedies, in addition to the City's right to draw on such security to complete or restore work.

E. **Evidence of Compliance**. Before beginning any work—and promptly upon the City's request at any time during the Term—Franchisee shall provide certificates of licensure, bond endorsements, or other documentation satisfactory to the City demonstrating compliance with this Section. Failure to maintain any required license or bond shall constitute a material breach of this Agreement.

ARTICLE 3. TERM/TERMINATION

This Agreement shall take effect and be enforced thirty (30) days after final publication as required by Alabama Code Section 11-45-8 (1975), and shall expire on November 01, 2029, unless earlier terminated pursuant to this Article.

3.1 **Renewal.** Upon expiration of the initial term, the City may, at its sole discretion, renew this Agreement for up to two (2) additional renewal terms of five (5) years each, on the same terms and conditions unless otherwise agreed to in writing. The Franchisee shall submit a written request for renewal at least one hundred eighty (180) days before the expiration of the then-current term. The City shall respond in writing within ninety (90) days. If the Parties are in good faith negotiations at the time of expiration, this Agreement shall continue on a month-to-month basis for up to six (6) months unless either party provides thirty (30) days' written notice of termination.

3.2 **Termination.** The City may terminate this Agreement by providing ninety (90) days' written notice. The City may also terminate this Agreement for cause in accordance with applicable law and the City's Rights-of-Way Ordinance.

3.3 Termination for Cause; Post-Termination Facility Removal

A. **Termination for Cause.** The City may terminate this Agreement for cause if Franchisee (i) materially breaches any covenant, condition, or requirement of this Agreement, or (ii) fails to comply with any applicable law, regulation, or City directive issued under this Agreement. The City shall deliver written notice specifying the breach and giving Franchisee thirty (30) days to cure. If the breach is not cured within that period, the City may terminate the Agreement by providing an additional thirty (30) days' written notice to Franchisee stating the effective date of termination.

B. **Removal / Abandonment of Facilities.** Upon any termination or expiration of this Agreement, Franchisee shall, within one-hundred-twenty (120) days, either (i) remove all Facilities and restore the rights-of-way to a condition satisfactory to the City Engineer, or (ii) abandon the Facilities in place in strict accordance with written specifications issued by the City.

C. **Post-Removal As-Built GIS Deliverables.** Within thirty (30) calendar days after completing the removal required under this subsection, Franchisee shall deliver to the City Engineer electronic 'as-built' geospatial data—formatted as an ESRI-compatible shapefile or AutoCAD drawing referenced to Alabama West State Plane coordinates—showing the horizontal and vertical location of all Facilities removed and of any Facilities intentionally left in place. The City may rely on this data to update its official right-of-way asset records.

D. **City Self-Help; Bond.** If Franchisee fails to complete removal or abandonment within the 120-day period, the City may perform or contract for the work and recover all costs—including a fifteen-percent (15 %) administrative charge—by drawing on any performance, removal, or restoration bond or by direct action against Franchisee.

E. **Survival of Obligations.** Franchisee's duties under this section shall survive termination or expiration of the Agreement until all Facilities are properly removed or abandoned and the City has issued written acceptance of the restoration work.

F. **Proration of Use Fees.** Upon any termination or expiration of this Agreement, Provider shall remain liable for—and shall remit to the City within thirty (30) days after the termination date—**all unpaid Use Fees that have accrued from the start of the current City fiscal year through the effective date of termination.**
The amount due shall be:

1. Five percent (5 %) of Provider's Gross Receipts derived from the Facilities during the same elapsed period, minus any estimated quarterly payments already made for that fiscal year.

Provider shall accompany the payment with a certified statement of Gross Receipts for the partial fiscal year. Any deficiency not paid when due shall bear interest at the rate specified in § 5.1(e).

3.4 **Performance Security.** Franchisee shall, at least thirty (30) days prior to the first issuance of any City right-of-way permit for Work under this Franchise (and prior to any Renewal Term in which Work will occur), deliver to the City a **performance bond or irrevocable standby letter of credit** in the penal sum of **$100,000** (or such other amount the City specifies). The security shall remain in full force **until the second (2nd) anniversary of the City Engineer's written acceptance of the most recently completed permit Work**. If the City draws on the security, Franchisee shall **replenish** it within ten (10) days. Failure to timely deliver, renew, replace, or replenish the security is a **material breach** and grounds for suspension of rights. **This franchise-level security is in addition to any permit-specific ROW restoration bond(s)** required by ordinance or permit conditions.

ARTICLE 4. TRANSFER OF OWNERSHIP

4.1 Assignment; Change in Ultimate Control

A. **Prior Written Consent Required**. Franchisee shall not assign this Agreement, transfer any right or obligation hereunder, merge or consolidate with another entity, sell, pledge, or otherwise dispose of, directly or indirectly, any ownership interest that results in a change in the entity or person that ultimately controls Franchisee (a "Change of Control"), without first obtaining the City's prior written consent, which the City may grant, condition, or withhold in its sole discretion.

B. **Definition of Change of Control**. For purposes of this Agreement, a "Change of Control" includes (i) the sale, lease, or other disposition of all or substantially all of Franchisee's assets; (ii) any merger, consolidation, recapitalization, or reorganization of Franchisee with or into another entity in which the holders of Franchisee's voting securities immediately prior to the transaction own less than fifty percent (50 %) of the voting securities of the surviving entity immediately after the transaction; (iii) the acquisition by any person or group, whether in a single transaction or a series of related transactions, of beneficial ownership of more than fifty percent (50 %) of Franchisee's voting securities; or (iv) any transaction or series of transactions that, in substance, transfers the power to direct or cause the direction of Franchisee's management or policies.

C. **Assumption of Liabilities**. Any transferee or surviving entity (the "Transferee") must, as a condition precedent to City consent, execute an assignment-and-assumption agreement acceptable to the City whereby the Transferee expressly assumes and agrees to be bound by all duties, obligations, liabilities, and indemnification requirements of Franchisee under this

Agreement, whether arising before or after the effective date of the transfer.

D. **Continuing Liability**. Consent by the City to a Change of Control shall not release Franchisee (or its equity holders) from any liability or obligation that accrued prior to the effective date of the transfer unless the City expressly agrees in writing.

E. **Void Transfers**. Any attempted assignment or Change of Control not in strict compliance with this section shall be null and void, shall constitute a material breach of this Agreement, and shall entitle the City to pursue all remedies available under this Agreement, at law, or in equity.

F. **Administrative Transfer-Review Fee**. As a condition of considering any proposed Transfer or Change-of-Control under this Article, Franchisee (or its proposed successor) shall remit to the City an administrative review fee in the amount of Two Thousand Five Hundred Dollars (US $2,500.00). The fee is intended to reimburse the City's reasonable costs of legal, financial, and technical due-diligence review and is non-refundable, regardless of whether the Transfer or Change-of-Control is ultimately approved. Beginning October 1, 2026, and on each October 1 thereafter, the fee amount shall automatically adjust by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Bureau of Labor Statistics for the preceding calendar year, rounded to the nearest whole dollar. The City may alternatively invoice Franchisee for its documented, out-of-pocket review costs if such costs exceed the fee; Franchisee shall pay any such balance within thirty (30) days of receipt of invoice.

4.2 The provision of this Article shall not apply to leases or similar conveyances to persons or entities whose primary business use of the Franchisee's Facilities is the provision of Telecommunications Services, as defined herein, nor shall such persons or entities be required to obtain any additional authorizations for use of the City's rights of way other that the authority granted to Franchisee herein.

4.3 Franchisees of Telecommunications Services that lease or use dark fiber or other Facilities from the Franchisee shall be responsible for complying with all applicable City ordinances and regulations for use of the City's rights of way.

ARTICLE 5. COMPENSATION

5.1 Use Fee; Estimated Quarterly Payments; Annual True-Up; Audit Rights

A. **Use Fee**. Franchisee shall pay the City, as consideration for the rights granted herein, a "Use Fee" equal to five percent (5 %) of Franchisee's Gross Receipts **derived** from the Facilities during each City fiscal year.

B. **Estimated Quarterly Payments.** Beginning with the first full calendar quarter after the Effective Date, Franchisee shall remit an estimated quarterly payment equal to one-fourth (¼) of the Use Fee paid for the most recently completed fiscal year (or, if no prior history exists, a good-faith estimate of projected Gross Receipts), within twenty-five (25) days after the end of each calendar quarter.

C. **Annual True-Up.** Within forty-five (45) days after the close of each City fiscal year, Franchisee shall deliver to the City (i) a written statement certified by an authorized financial officer showing actual Gross Receipts for that fiscal year, and (ii) a final payment equal to the difference, if any, between the aggregate quarterly payments made and the Use Fee due under subsection (a). Any overpayment shall, at the City's option, be credited against the next quarterly payment or refunded within thirty (30) days.

D. **Audit and Inspection Rights.** The City may, upon at least fifteen (15) days' written notice and within six (6) years after any payment became due, inspect and audit Franchisee's books, records, and accounts reasonably related to the calculation of the Use Fee. Franchisee shall make such records available at a location within the City or via secure electronic means.

E. **Deficiencies; Interest; Audit Costs.** If an audit reveals that Franchisee has underpaid the Use Fee, Franchisee shall remit the deficiency plus interest at twelve percent (12 %) per annum, calculated from the original due date until paid in full. If the deficiency exceeds two percent (2 %) of the Use Fee owed for the audited period, Franchisee shall also reimburse the City for its reasonable audit costs, including external accountant or consultant fees.

F. **Under-reported Quarterly Estimates.** If any audit conducted under § 5.1(d) or any self-disclosure by Franchisee shows that the Use-Fee remitted for a given quarter was less than the amount that should have been paid, Franchisee shall, within thirty (30) days after written notice of the deficiency, pay (i) the shortfall and (ii) interest on the shortfall, calculated from the original quarterly due date to the date of payment at the rate specified in § 5.1(e). Payment of such interest is in addition to, and not in lieu of, any other remedies available to the City.

G. **Survival.** Franchisee's obligations under this section survive the expiration or termination of the Agreement until all Use Fees, interest, and audit costs have been paid in full.

H. **No Offset or Deduction.** Franchisee shall remit each Use-Fee payment in the full amount required by this section without any offset, credit, set-off, or deduction of any kind—including, but not limited to, amounts purportedly owed to Franchisee by the City, taxes owed by Franchisee, or costs incurred in performing this Agreement—except for the credit mechanism expressly provided in § 5.1 (c) (Annual True-Up). Any unilateral reduction or withholding constitutes a material breach and entitles the City to pursue all remedies available at law or in

equity.

5.2 **Payments**. The Franchisee shall send all payments payable hereunder, to:

Comptroller
City of Mobile
P.O. Box 1827
Mobile, AL 36633

5.3 **City Fiber; Service- Provision, Connection, and Service-Level Standards**

A. **Grant of Dark-Fiber Strands**. Franchisee shall furnish to the City, at no recurring charge, four (4) strands of dark fiber within Franchisee's fiber network within the City boundaries (the "City Fiber") for the City's exclusive use during the Term.
   1. Dark fiber will be provided along Franchisee's fiber routes constructed within the City limits. The backbone and lateral service drop fiber routes supporting City Fiber usage are identified in Exhibit A (Route Diagram).
   2. Franchisee's leased fiber routes contain a low number of available fiber strands and are not subject to City Dark Fiber requirements. The leased fiber routes are identified in Exhibit A (Route Diagram).

B. **Service-Level Agreement (SLA)**. Franchisee shall operate and maintain the City Fiber in accordance with the following minimum standards:

   1. **Availability**. Monthly uptime shall be no less than 99.9 %, excluding pre-scheduled maintenance performed between 00:00 and 05:00 local time on at least seventy-two (72) hours' prior written notice to the City.
   2. **Response**. Franchisee shall acknowledge any City outage or material impairment ticket within four (4) hours and dispatch qualified personnel to the affected location(s) within the same four-hour window.
   3. **Restoration**. Franchisee shall restore full service within forty-eight (48) hours after the earlier of (i) the City's trouble-ticket submission or (ii) Franchisee's own detection of the outage.
   4. **Service Credits**. For each hour (or fraction thereof) beyond the forty-eight -hour restoration window, Franchisee shall credit the City five hundred dollars ($500) against the next Use-Fee payment (or, if the Agreement has terminated, refund such amount within thirty (30) days).

C. **Monitoring and Reporting**. Franchisee shall (i) continuously monitor the City Fiber with automated fault-detection tools and (ii) deliver a monthly SLA performance report to the City's

Network Operations Center no later than the tenth (10th) calendar day of the following month.

D. **Connection to City Facilities.**

1. **Cost Cap**. The City shall reimburse only the reasonable, direct materials and labor actually incurred by Franchisee to splice or connect the City Fiber to City facilities, not to exceed $7,500 per connection, unless the City, prior to the work, (i) approves a higher amount in writing or (ii) instructs Franchisee to obtain no fewer than three (3) competitive quotations and perform the work on a time-and-materials basis using the lowest responsive quote. No overhead, administrative markup, or profit may be added.
2. **60-Day Completion**. Franchisee shall fully cooperate with the City and complete each requested physical connection and turn-up of City Fiber within sixty (60) days after receiving the City's written notice unless the City grants an extension in writing.

E. Remedies Not Exclusive. The service credits, cost cap, and deadlines in this section are cumulative and are in addition to all other rights and remedies available to the City under this Agreement, at law, or in equity.

5.4 Any monetary amount payable by Franchisee under this Article 5 that is not received by the City within ten (10) days after its due date shall accrue interest at the rate set forth in Section 5.1(e) from the original due date until paid in full. This interest rate shall also apply to (a) any prorated amounts due under Section 5.3 and (b) any sums required following expiration or termination of this Agreement.

5.5 Liquidated Damages Cap. The total amount of service credits, refunds, or other monetary remedies payable by Franchisee under Section 5.3.B.4 in any single City fiscal year shall not exceed the Use Fee due for that same fiscal year. Any service credits or refunds in excess of this cap shall be deemed waived by the City and forfeited by Franchisee. This Section 5.5 constitutes the sole and exclusive cap on Franchisee's monetary liability for service-level failures under this Agreement.

ARTICLE 6. ACCEPTANCE

This Agreement shall be accepted by the Franchisee within thirty (30) days of enactment by the City Council and publication of said resolution, in full, once a week for three consecutive weeks in one or more newspapers of general circulation within the City at Franchisee 's sole cost and expense as required by Ala. Code Section 11-44C-29 (I975). Franchisee's acceptance shall be in writing and by delivery of all payments, insurance certificates, applications, acceptance fees, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

ARTICLE 7 – CONFIDENTIAL INFORMATION AND PUBLIC-RECORDS COMPLIANCE

7.1 **Definitions.**

"**Confidential Information**" means any non-public business, technical, financial, or trade-secret information that (a) is clearly and conspicuously marked "CONFIDENTIAL" or "TRADE SECRET" at the time of disclosure, or (b) is orally disclosed and identified as confidential at disclosure and confirmed in writing within ten (10) days. Confidential Information excludes data that (i) was already lawfully known by the receiving Party without restriction; (ii) becomes publicly available through no fault of the receiving Party; (iii) is lawfully obtained from a third party without breach of any obligation; or (iv) is independently developed without use of the disclosing Party's Confidential Information.

7.2 **Mutual Duty of Care.** Each Party shall protect the other Party's Confidential Information with at least the same degree of care it uses to protect its own information of like importance, but not less than reasonable care, and shall use such information solely to perform or exercise rights under this Agreement.

7.3 **Limited Disclosure.** A receiving Party may disclose Confidential Information only to its employees, officers, agents, contractors, or professional advisers who have a need to know and are bound by confidentiality obligations no less restrictive than this Article 7.

7.4 **Public-Records Compliance (City).**

The Parties acknowledge that the City is subject to the Alabama Open Records Act and related statutes (Ala. Code §§ 36-12-40, 41-13-1 et seq.), the duties of which are non-waivable. If the City receives a public-records request encompassing material designated by Franchisee as Confidential Information:

A. **Courtesy Notice.** The City will, to the extent practicable under statutory deadlines, attempt to provide prompt written notice to the Franchisee. Failure to provide such notice shall not constitute a breach.

B. **Franchisee Action.** Franchisee, at its sole cost and expense, may seek a protective order, confidential treatment, or other appropriate remedy.

C. **No Liability.** The City shall not be liable for any disclosure made in good-faith compliance with Alabama law, a court order, or an Attorney-General opinion, whether or not it provided prior notice to the Franchisee.

D. **Marking of Confidential Pages**. Franchisee shall clearly mark "CONFIDENTIAL" on the lower-right corner of each page that it in good faith believes contains information exempt from disclosure under Alabama law. Any page not so marked may be released by the City in response to an Alabama Open Records Act request without further notice to Franchisee, and such release shall not constitute a breach of this Agreement or give rise to any liability of any kind.

7.5 **Data Privacy & Security Compliance**.

A. **Regulatory Compliance**. Franchisee shall comply with all applicable federal and state laws, rules and regulations governing data privacy and security, including without limitation:

1. Federal Communications Commission privacy rules (47 C.F.R. §§ 64.2001 – 64.2011);
2. State breach-notification statutes applicable to personal or proprietary information; and
3. Any other information-security or privacy obligations imposed by law on providers of telecommunications or network services.

B. **City Data Protection**. Franchisee shall implement and maintain administrative, technical, and physical safeguards reasonably designed to protect any City data or personally identifiable information ("City Data") in its possession or control, consistent with industry best practices and applicable law.

C. **Breach Notification**. In the event of any unauthorized access to, or acquisition, use, disclosure, or loss of, City Data ("Data Breach"), Franchisee shall:

1. Notify the City in writing within twenty-four (24) hours of discovery;
2. Provide a written incident report within five (5) business days, detailing the nature and scope of the breach, the data affected, and measures taken; and
3. Cooperate fully with the City in all breach-response activities, including notification to affected individuals and regulators, at Franchisee's sole cost.

D. **Indemnification**. Franchisee shall indemnify, defend, and hold the City harmless from all fines, penalties, claims, losses, or liabilities (including reasonable attorneys' fees) arising from any breach of this Section 7.5.

7.6 **Compelled Disclosure (non-City Party).**
If the Franchisee is legally compelled by subpoena, court order, or governmental authority to disclose City Confidential Information, it shall (a) give the City prompt written notice, if lawfully

permitted, and (b) cooperate with the City in seeking a protective order.

7.7 **Costs and Indemnity.**
To the fullest extent permitted by law, Franchisee shall indemnify and hold the City harmless from any reasonable attorneys' fees and costs the City incurs in responding to protective-order litigation initiated by the Franchisee under § 7.4.

7.8 **Survival.**
The obligations in this Article 7 survive five (5) years after the expiration or earlier termination of this Agreement, or, with respect to trade secrets, for so long as such information remains a trade secret under applicable law.

ARTICLE 8. INDEMNIFICATION

8.1 **Franchisee's Duty to Defend, Indemnify, and Hold Harmless.**

Franchisee shall indemnify, defend, and hold harmless the City of Mobile, its elected and appointed officials, boards, agents, and employees (collectively, "City Parties") from and against any and all claims, demands, causes of action, suits, proceedings, judgments, losses, liabilities, damages (including diminution in value), fines, penalties, interest, costs, and expenses of every kind and nature—including reasonable attorneys' fees, expert-witness fees, and litigation costs—that arise out of or relate to:

A. the construction, installation, operation, maintenance, repair, replacement, relocation, or removal of Franchisee's Facilities;

B. any negligent act or omission, willful misconduct, or violation of law by Franchisee or its officers, employees, agents, contractors, or subcontractors;

C. any breach of this Agreement by Franchisee; or

D. the presence or condition of Franchisee's Facilities in the City's rights-of-way.

Franchisee's duty to defend shall arise immediately upon the City's written tender of the claim, demand, or suit and shall continue until the claim is finally resolved, regardless of any allegation, adjudication, or finding of fault. Payment of defense costs shall not be deferred pending outcome of the underlying matter. The obligations in this Article are independent of, and in addition to, any insurance requirements and shall survive the expiration or termination of this Agreement.

8.2 **Defense.** Upon receipt of written notice from the City, Franchisee shall assume the defense of the claim with counsel reasonably acceptable to the City; the City may, at its option and expense,

participate in the defense. Franchisee shall not settle a claim in a manner that imposes non-monetary obligations on the City Parties or admits liability on their behalf without the City's prior written consent.

8.3 **Survival.** Franchisee's obligations under this Article 8 survive the expiration or earlier termination of the Agreement and remain in force for five (5) years after Franchisee has removed or properly abandoned in place all Facilities and the City has issued written acknowledgment of such completion.

8.4 **Reservation of Rights.** Nothing in this Article waives, limits, or modifies the City's sovereign or governmental immunities or defenses available under Alabama law.

ARTICLE 9. INSURANCE

9.1 Required Coverages

Throughout the Term, Franchisee shall maintain, at its sole cost, the insurance described below with insurers (i) authorized to do business in every jurisdiction where work is performed and (ii) rated A-Class VII or better by A.M. Best (or equivalent). Each policy must name the City of Mobile, Alabama, its elected and appointed officials, boards, employees, and agents as additional insureds for both ongoing and completed operations via ISO endorsement CG 20 26 04 13 or a form providing coverage at least as broad. The minimum limits and key requirements are:

A. **Workers' Compensation and Employer's Liability.**

1. Statutory workers' compensation in every applicable jurisdiction.
2. Employer's Liability not less than **$500,000** each accident, disease (policy limit), and disease (each employee).

B. **Commercial General Liability (CGL).**

1. Occurrence form covering bodily injury, personal injury, property damage, contractual liability, and products-completed operations.
2. Combined single limit not less than **$5,000,000 per occurrence**.
3. Franchisee may use an umbrella or excess policy to achieve this limit.

C. **Automobile Liability.**

1. Coverage for all owned, hired, and non-owned vehicles.
2. Combined single limit not less than **$1,000,000 per accident**.__

D. **Pollution / Environmental Liability (conditional).**

1. Required only if Franchisee stores, oversees, or operates fuel-powered generators or other hazardous materials in the right-of-way.
2. Limits not less than **$2,000,000 per claim and in the aggregate**, covering remediation costs, bodily injury, property damage (including loss of use), and defense arising from the release of pollutants.

E. **Umbrella / Excess Liability.**

1. Follow-form over CGL, Automobile, and Employer's Liability.
   a. Limits sufficient to ensure the total coverage available to the City equals or exceeds the amounts specified above.

All required insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City Parties.

9.2 **Certificates and Policy Endorsements.**

Before any work begins—and upon each renewal—Franchisee shall deliver to the City:

A. ACORD certificates of insurance evidencing the coverages and limits required herein; and

B. Copies of all required Additional Insured, Waiver of Subrogation, and Cancellation-Notice endorsements (e.g., ISO CG 20 26 04 13).

Every policy shall be endorsed to provide not less than thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage (ten (10) days for non-payment of premium). Each certificate must conspicuously reference this Agreement by title and contract number in the Description-of-Operations field to ensure proper indexing in the City's insurance-compliance system.

9.3 **Policy Provisions.**

A. Primary & Non-Contributory. All insurance required of Franchisee shall be primary to, and non-contributory with, any insurance or self-insurance maintained by the City Parties.

B. Waiver of Subrogation. Each policy (other than Workers' Compensation where prohibited by law) shall waive rights of subrogation against the City Parties.

C. Claims-Made Policies. If any coverage is written on a claims-made basis, it shall include a retroactive date not later than the Effective Date and a reporting/extended-reporting period of at least three (3) years after the Term.

9.4 **Cyber-Liability / Network-Security Insurance.**

Franchisee shall maintain Cyber-Liability and Network-Security insurance with limits of not less than Two Million Dollars (US $2,000,000) each claim and in the aggregate. Coverage shall, at a minimum, respond to:

A. unauthorized access to or use of electronic data or software within Franchisee's or the City's systems;

B. failure to protect confidential or proprietary information, including personally identifiable information;

C. introduction of malicious code or denial-of-service attacks that impair Franchisee's or the City's network functionality; and

D. first-party expenses for data restoration, breach notification, credit monitoring, crisis-management, and regulatory defense or penalties.

The policy shall carry a retroactive date no later than the Effective Date of this Agreement and shall provide an extended-reporting period of at least one (1) year if cancelled or non-renewed. The City Parties shall be included as additional insureds where commercially available.

9.5 **No Limitation of Liability.**

The insurance requirements set forth in this Article 9 shall not limit or restrict Franchisee's liability to the City Parties or its indemnification obligations under Article 8 or any other provision of this Agreement.

9.6 **City's Right to Review and Reject.**

All certificates and endorsements must be approved by City Risk Management before work begins. The City reserves the right to review Franchisee's policies and endorsements for compliance at any time and to reject any insurer or policy that, in the City's reasonable judgment, fails to meet the requirements of this Article 9. Failure to obtain or maintain the required insurance constitutes a material breach of this Agreement.

ARTICLE 10. TAXES

The Franchisee shall be fully responsible for the payment of all lawfully assessed ad valorem, property, use, and other taxes owed by the Franchisee and attributable to Franchisee's use of the City's rights of way as described herein.

ARTICLE 11. NOTICE

11.1 For purposes of giving notice, as required by this Agreement, City's address is:

Office of the City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

For Franchisee: FIBER UTILITY NETWORK, INC
103 Jesse Samuel Hunt Blvd, Suite 203
Prattville, AL 36066

11.2 All notices, demands, or communications required or permitted under this Agreement must be in writing and shall be deemed "delivered" as follows:

A. Certified Mail: When sent by registered or certified U.S. mail, return receipt requested, postage prepaid—effective upon the date of receipt as indicated on the signed receipt.

B. Overnight Courier: When sent by a nationally recognized overnight courier (e.g., FedEx, UPS), with proof of delivery—effective on the next business day after deposit with the courier.

——Email: When sent to the designated email address of the recipient with read-receipt or delivery-notification request—effective on the date the sender receives confirmation of delivery. Any notice sent by email must be followed by a duplicate notice sent by one of the methods in (a) or (b) within one business day.

C.

D. Facsimile: When sent to the designated facsimile number of the recipient with confirmation of successful transmission—effective on the date of transmission, provided that a copy of the notice is also sent by one of the methods in (a) or (b) within one business day.

Notices delivered on a Saturday, Sunday, or public holiday shall be deemed received on the next business day.

11.3 In addition to the mailing and electronic addresses set forth in Section 11.1, each Party appoints the following individuals as its primary day-to-day and emergency contacts for all notices, coordination, and operational communications under this Agreement:

For Franchisee:
Name: Mike Wise
Title: VP Operations & Construction
Phone: 214-663-5282

• Operations Contact (Emergency):
Name: Network Operations Center
Title: _____
Phone (24/7): 334-325-2555

For City:
Name: _____
Department: _____
Phone: _____

Either Party may change its designated contacts by providing written notice in accordance with Section 11.2. All communications to these contacts shall be deemed proper notice under this Agreement.

Article 12 – Safety & Environmental Compliance

12.1 Compliance with Laws.

Franchisee shall at all times comply with all applicable federal, state, and local health, safety and environmental laws, regulations, and ordinances, including without limitation:

A. Occupational Safety and Health Administration standards (29 C.F.R. Parts 1910 and 1926);

B. Environmental Protection Agency requirements under the Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, and related state implementing regulations; and

C. City of Mobile stormwater, erosion control, and sedimentation ordinances and any NPDES stormwater permits applicable to rights-of-way work.

12.2 **Stormwater & Site Controls.**

Prior to any ground-disturbing activity, Franchisee shall implement and maintain best management practices (BMPs) to prevent soil erosion and stormwater pollution, prepare, and retain a Stormwater Pollution Prevention Plan (SWPPP) if required, and secure any necessary stormwater permits.

12.3 **Training, Equipment & PPE.**

Franchisee shall ensure that all personnel and Subcontractors performing work under this Agreement receive appropriate safety and environmental training and are provided with, and use, personal protective equipment (PPE) and spill-response materials as required by OSHA, EPA, or City standards.

12.4 **Incident Reporting & Corrective Action.**

Franchisee shall promptly notify the City (within 24 hours) of any OSHA-recordable injury, fatality, environmental release, spill, or regulatory enforcement action arising from its activities. Franchisee shall immediately take all corrective measures—at its expense—to contain, remediate and prevent recurrence of any safety or environmental incident.

12.5 **Audit & Inspection Rights.**

The City or its authorized agents may inspect any worksite, equipment or records relating to safety and environmental compliance upon reasonable notice. If an inspection reveals noncompliance, Franchisee shall, within ten (10) days of written notice, cure any deficiencies at no cost to the City and provide documentation of corrective actions.

12.6 **Indemnification for Safety or Environmental Violations.**

In addition to the indemnification obligations in Article 8, Franchisee shall indemnify, defend, and hold the City harmless from all fines, penalties, cleanup costs, claims, or liabilities arising out of Franchisee's failure to comply with the requirements of this Article 12.

ARTICLE 13. MISCELLANEOUS

13.1 **Entire agreement.** This Agreement, together with all Exhibits, shall constitute the entire Agreement and no negotiations or discussions prior to execution shall be of any effect.

13.2 **Severability.** The invalidity in whole or in part of any provision shall not affect the validity of any other provision. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity or enforceability of any other provision of this Agreement. The remaining provisions shall continue in full force and effect, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted. If such a provision is determined to be invalid or unenforceable, the Parties agree to negotiate in good faith to modify the Agreement, to the extent reasonably possible, to carry out the original intent of the Parties in a manner that is valid and enforceable.

13.3 **Right And Remedies**. The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity.

13.4 **Waiver of Breach**. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach.

13.5 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

~~13.5~~ **Audits**. The City reserves the right to audit Franchisee's books, records and operations relating to this Agreement at any time upon reasonable notice. If any such audit reveals evidence of fraud, intentional misrepresentation, or material noncompliance with the terms of this Agreement, the City may, in its sole discretion:

13.6

A. suspend issuance of any new permits, authorizations, or approvals under this Agreement until Franchisee cures the identified noncompliance to the City's satisfaction;

~~A.~~ withhold approval of any pending facility installations, removals, or relocations; and

B.

~~B.~~C. require Franchisee, at its sole cost, to promptly undertake corrective measures, including providing remedial reports or additional security.

The City shall provide Franchisee with written notice of the audit findings and the actions being taken. Franchisee must cure all material noncompliance issues within thirty (30) days of such notice, or the City may pursue its rights under Section 3.2 (Termination).

~~13.6~~13.7 **Records Retention & Access.**

A. **Retention Period**. Franchisee shall retain all books, records, documents, data and other information (including but not limited to work orders, inspection reports, SLA performance reports, billing records, safety and environmental logs, and correspondence) relating to this Agreement for a minimum of six (6) years after the expiration or termination of this Agreement, or for such longer period as may be required by applicable law or regulation.

B. **Production on Demand**. Upon the City's written request, Franchisee shall produce or make available for inspection and copying any such records at a location in the City of Mobile or, at the City's option, via secure electronic transmission, within ten (10) business days of the request.

C. **Audit & Inspection Rights**. The City's audit and inspection rights under Section 13.6 extend to all records covered by this Section 13.7, and Franchisee shall cooperate fully with any such audit or inspection at no additional cost to the City.

D. **Destruction Prohibition**. Franchisee shall not destroy or dispose of any records subject to this Section 13.7 until the end of the retention period, provided that Franchisee may destroy records in its routine document-management system after the applicable retention period has expired.

13.8 **Modification**. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. No oral statement or prior written material not specifically incorporated herein shall be of any force and effect, and no changes to this Agreement shall be valid unless made in writing and properly executed by the Parties.

~~13.8~~ **Counterparts & Electronic Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, electronic transmission (including PDF or other electronic image), or through an e-signature platform (e.g., DocuSign) shall be deemed to be original signatures for all purposes. The exchange of signed counterparts by email shall constitute effective execution and delivery of this Agreement.

13.9

~~13.9~~13.10 **Survival, and No-Waiver**

A. **Survival of Obligations.** The following provisions survive expiration or earlier termination of this Agreement for the longest time permitted under applicable law:

1. § 5.1I Deficiencies; Interest; Audit Costs
2. § 5.1(G) No Offset or Deduction
3. **Article 7** Confidential Information & Public-Records Compliance

4. **Article 8** Indemnification
5. **Article 9** Insurance
6. § 12.5 Dispute Resolution / Governing Law

B. **No Waiver.** Failure or delay by the City to enforce any provision of this Agreement on one or more occasions shall not be deemed a waiver of the City's right to enforce that or any other provision thereafter. Any waiver must be in writing and signed by an authorized representative of the City to be effective.

~~13.10~~13.11 **Force Majeure.**

A. **Excused Performance**. Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement (other than payment of money) to the extent and for so long as such delay or failure is caused by a Force Majeure Event.

B. **Notice**. The Party affected by a Force Majeure Event shall give the other Party prompt written notice describing the nature of the event, its anticipated duration, and the obligations affected. Such notice must be provided within ten (10) days of the onset of the Force Majeure Event.

C. **Mitigation**. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event, to resume performance of its obligations as soon as practicable, and to provide periodic updates to the other Party.

D. **Termination Right**. If a Force Majeure Event continues for more than ninety (90) days and substantially prevents performance of a material obligation, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party without further liability (other than for obligations accrued prior to termination).

13.12 General Application. All terms, obligations, rights, and conditions set forth in this Agreement are in full force and effect, and specific cross-references in this Agreement are provided for convenience only and shall not be deemed to limit any other provisions hereof.

13.13 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal. Franchisee's Authorized Agent represents that he/she has all requisite power and authority to execute and deliver this Agreement on behalf of the company and to sufficiently legally bond the company to perform its obligations hereunder.

By: Terry R Metze Jr

Terry Metze Jr., President and CEO
Printed Name and Title

Date: September 16, 2025

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, VALERIE SEEFELD the undersigned Notary Public, in and for said county and state, hereby certify that TERRY R. METZE JR. [Individual's Name] whose name as PRESIDENT & CEO [Title] of the FIBER UTILITY NETWORK INC [Corporation's Name], a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
In witness whereof, I hereunto set my hand and official seal on this 16 day of SEPTEMBER, 2025

Valerie Seefeld
Notary Public
Print Valerie Seefeld
My commission expires: 9/30/2028

VALERIE SEEFELD NOTARY PUBLIC MY COMMISSION EXPIRES 09-30-2028 ALABAMA STATE AT LARGE

(Seal)

CITY OF MOBILE, A Municipal Corporation

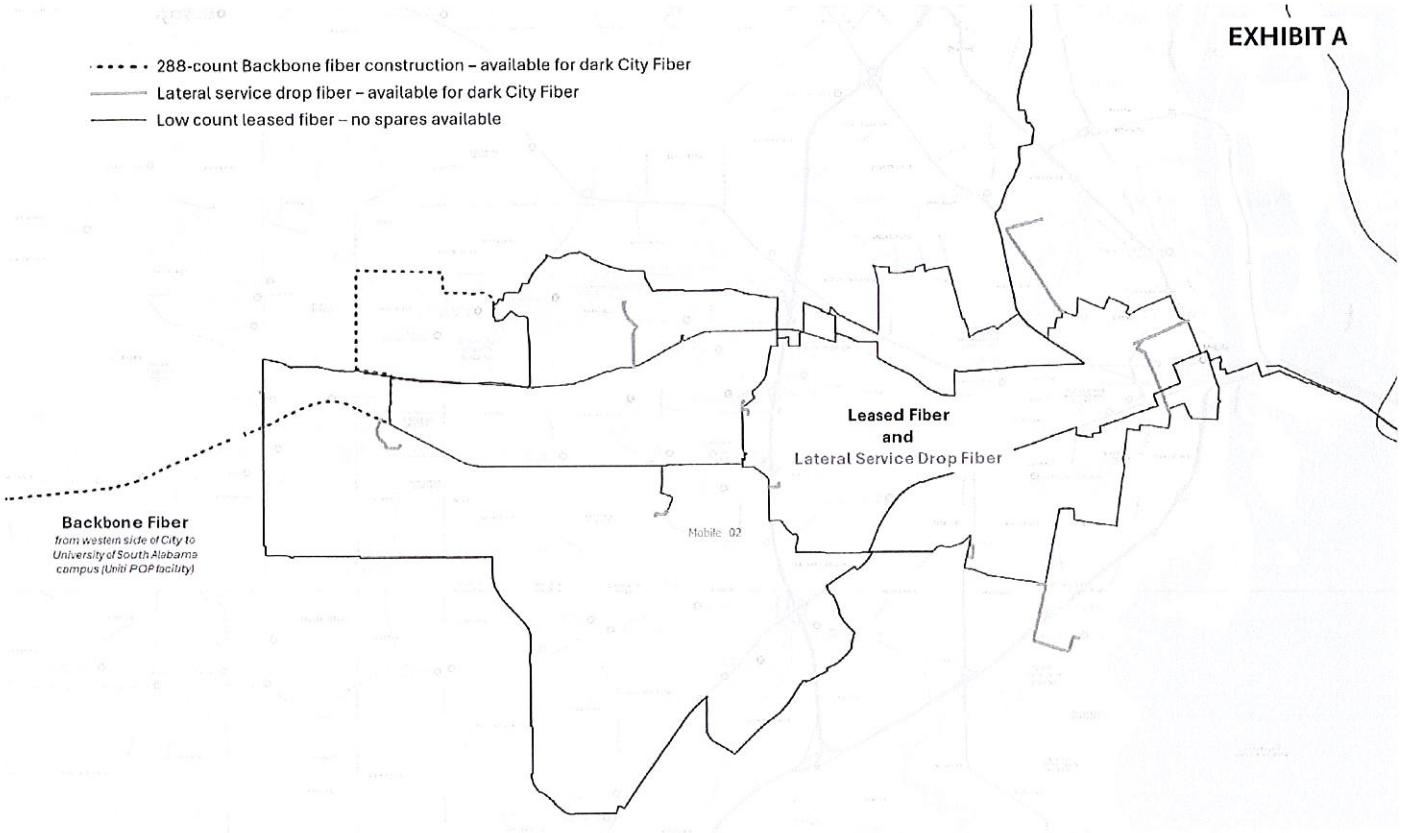
By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

EXHIBIT A



REV.09/12/2025

CERTIFICATE OF INSURANCE

9/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT:

Fiber Utility Network
103 Jesse Samuel Hunt Blvd. #203
Prattville, AL 36066

FEDERATED RURAL ELECTRIC INSURANCE EXCHANGE

NAIC: 11118
P.O. Box 15147, Lenexa, KS 66285-5147
(913) 541-0150 fax (913) 541-9004
www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS ($)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	01 ARB 045-25	3/1/2025 to 3/1/2026	EACH OCCURRENCE	$2,000,000
			DAMAGE TO RENTED PREMISES	$2,000,000
			MED EXP (PER PERSON)	$1,000
			PERSONAL & ADV INJURY	$2,000,000
			GENERAL AGGREGATE LIMIT	UNLIMITED
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	01 ARB 045-25	3/1/2025 to 3/1/2026	COMBINED SINGLE LIMIT (EACH ACCIDENT)	$2,000,000
			COMP DEDUCTIBLE	$100
			COLLISION DEDUCTIBLE	$500
ALL-RISK BLANKET PROPERTY	01 ARB 045-25	3/1/2025 to 3/1/2026	PROPERTY LIMIT	$0
			PROPERTY DEDUCTIBLE	($1)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessors, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement. Policy provisions include a 60-day cancellation notice.

CERTIFICATE HOLDER:

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Jennifer L. Hauge Willey

Blanket Additional Insured & Waiver of Subrogation Endorsement

01 ARB 045-25 Fiber Utility Network

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and

2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and

3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.

4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.

5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
(1) The additional insured is a Named Insured under such other insurance; and
(2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service.
A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.

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RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Rights-Of-Way Use Agreement between the City of Mobile and Fiber Utility Network, Inc. d/b/a Alabama Fiber Network, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Bobcat of Mobile for one 2025 Bobcat T86 compact tracked loader with accessories for Urban Forestry.

Amount of Contract:
$97,133.80

Funding Source
$97,133.80

ATTACHMENTS:
1. 20250925 Bobcat Agenda Package POs

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 September 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Bobcat of Mobile

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Bobcat of Mobile for one 2025 Bobcat T86 compact tracked loader with accessories for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $97,133.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5985

How many bidders received bid packages (if applicable): 17 + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:
Low bid did not met spec.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26380	2025	(F7000) MOTOR POOL	2025 BOBCAT T86 COMPACT TRACKED LOADER WITH ACCESSORIES FOR URBAN FORESTRY (SEALED BID 5985)	$97,133.80	(287654) BOBCAT OF MOBILE

Adopted:

_____

City Clerk

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
BOBCAT OF MOBILE	MOTOR POOL - ATTN: ADAM LYNN
5340 HALLS MILL RD.	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
USA	
Tel#251-338-2555	Delivery Reference
Fax 251-338-2554	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SKID STEER LOADER, ON RUBBER TRACKS WITH CAB AND HVAC SYSTEM, TIER IV ENGINE. WARRANTY 2YEARS OR 2000 HOURS WHICH EVER IS FIRST. VENDOR TO PROVIDE 2025 OR NEWER BOBCAT T86 COMPACT TRACKED LOADER AS PER CITY OF MOBILE BID #5985 AND BOBCAT OF MOBILE QUOTE MF1134819	1.00 EACH	80904.51000	80904.51

Additional Description Notes

T86 T4 BOBCAT COMPACT TRACK LOADER (SKID STEER) AS FOLLOWS:

STANDARD EQUIPMENT:
105.0 HP TIER 4 V2 BOBCAT ENGINE
AUXILIARY HYDRAULICS: VARIABLE FLOW
TWO-SPEED TRAVEL
REAR CAMERA
BACKUP ALARM
BOB-TACH
BOBCAT INTERLOCK CONTROL SYSTEM (BICS)
CONTROLS: SELECTABLE JOYSTICKS (SJC)
CYLINDER CUSHIONING-LIFT, TILT
ENGINE/HYDRAULIC PERFORMANCE DE-RATE PROTECTION
GLOW PLUGS (AUTOMATICALLY ACTIVATED)
5" DISPLAY PANEL, ENGINE TEMPERATURE, FUEL GAUGES, HOURMETER, RPM, WARNING INDICATORS AND OTHER VITALS
LIFT ARM SUPPORT
LIFT PATH: VERTICAL
LIGHTS, FRONT, AND REAR LED

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BOBCAT OF MOBILE	MOTOR POOL - ATTN: ADAM LYNN
5340 HALLS MILL RD.	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
USA	
Tel#251-338-2555	Delivery Reference
Fax 251-338-2554	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	OPERATOR CAB: ENCLOSED CAB W/HEAT AND A/C INCLUDES: ADJUSTABLE VINYL SUSPENSION SEAT, TOP & REAR WINDOWS, PARKING BRAKE, SEAT BAR & SEAT BELT, SOUND REDUCTION, RADIO READY, SAE-J1040 & ISO 3471 FALLING OBJECT PROTECTIVE STRUCTURE (FOPS) MEETS SAE-J1043 & ISO 3449, LEVEL 1; PARKING BRAKE:SPRING APPLIED, PRESSURE RELEASED (SAPR) SOLID MOUNTED CARRIAGE WITH 5 ROLLERS TRACKS: RUBBER, 17.7" WIDE TELEMATICS-MACHINE IQ-2-YEAR BASICS WARRANTY: 2 YEARS, OR 200 HOURS WHICHEVER OCCURS FIRST AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			80904.51
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - TTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	UPGRADE TO GOLD PACKAGE AS	1.00	5471.89000	5471.89

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	FOLLOWS: GOLD PACKAGE INCLUDES: CLEAR MSIDE MAUTO HVAC CAB, INTEGRATED BLUETOOTH RADIO, ADJUSTABLE HEATED CLOTH AIR RIDE SEAT, POWER BOB-TACH, SOLID UNDERCARRIAGE, 7" TOUCH DISPLAY, PREMIUM AND SIDE LED LIGHTS, KEYLESS START, TWO-SPEED TRAVEL, 7-PIN ATTACHMENT CONTROL, DUAL DIRECTION BUCKET POSITIONING, REAR CAMERA, SOUND REDUCTION, 3YR MACHINE IQ HEALTH & SECURITY SUBSCRIPTION, AUTOMATIC RIDE CONTROL, REVERSING FAN Additional Description Notes --- UPGRADE TO GOLD PACKAGE AS FOLLOWS: GOLD PACKAGE INCLUDES: CLEAR MSIDE MAUTO HVAC CAB, INTEGRATED BLUETOOTH RADIO, ADJUSTABLE HEATED CLOTH AIR RIDE SEAT, POWER BOB-TACH, SOLID UNDERCARRIAGE, 7" TOUCH DISPLAY, PREMIUM AND SIDE LED LIGHTS, KEYLESS START, TWO-SPEED TRAVEL, 7-PIN ATTACHMENT CONTROL, DUAL DIRECTION BUCKET POSITIONING, REAR CAMERA, SOUND REDUCTION, 3YR MACHINE IQ HEALTH & SECURITY SUBSCRIPTION, AUTOMATIC RIDE CONTROL, REVERSING FAN AS REQUESTED BY 2018-URBAN FORESTRY	EACH		
1	1000.40.20.2070.2086.2070.0000.0000.45040.			5471.89

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
003	SUPER FLOW HYDRAULICS	1.00 EACH	3304.44000	3304.44
1	1000.40.20.2070.2086.2070.0000.0000.45040.			3304.44
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
004	4K HEAVY DUTY PALLET FORK FRAME	1.00 EACH	460.56000	460.56
	1 1000.40.20.2070.2086.2070.0000.0000.45040.			460.56
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
005	48" 4K HEAVY DUTY PALLET FORK TEETH	1.00 EACH	340.48000	340.48
	1 1000.40.20.2070.2086.2070.0000.0000.45040.			340.48
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
BOBCAT OF MOBILE	MOTOR POOL - ATTN: ADAM LYNN
5340 HALLS MILL RD.	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
USA	
Tel#251-338-2555	Delivery Reference
Fax 251-338-2554	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
006	80" INDUSTRIAL BUCKET GRAPPLE	1.00 EACH	4439.92000	4439.92
1	1000.40.20.2070.2086.2070.0000.0000.45040.			4439.92
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
007	FREIGHT	1.00 EACH	2212.00000	2212.00
	Additional Description Notes --- FREIGHT LINE INCLUDES DEALER P.D.I. AND DESTINATION CHARGES. Vendor Item Inventory Item/Loc 14009			

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 7

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2086.2070.0000.0000.45040.			2212.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 97133.80

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040. PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES	97133.80	1099143.10

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/24/25	JOHN PAINE	GL Allocation changed
Approved	09/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/24/25	SHONNDA SMITH	
Approved	09/24/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/24/25	MATTHEW ANDERSON	Auto approved by: 910518244

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 8

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	287654				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/24/25	SHONNDA SMITH			
	Approved	06/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/24/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/24/25	SHONNDA SMITH			
	Approved	09/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/24/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/24/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/24/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/24/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/24/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/24/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5985
TRACKED SKID STEER LOADER

BEARD	$93,640.00 Deere 333P
LYLE MACHINERY	$97,133.00 Bobcat T86
SUNSOUTH	$99,407.95 Deere 333P
RENTAL WORKS	$101,850.00 Manitou 3200VT Track Loader
THOMPSON	$109,683.00 Caterpillar 275XPS
STONE EQUIPMENT	$112,208.00 Case TV608B

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/04/2025	5985	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRACKED SKID STEER LOADER** 2025 or Newer Tracked Skid Steer Loader as per the following and attached minimum specifications. MAKE _____ MODEL_____ YEAR_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award the City will purchase one (1) Tracked Skid Steer Loader. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Pricing to be firm for a six (6) month period following award, and may be extended to two (2) six-month periods. **TO BE AWARDED ALL OR NONE.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

Compact Track Loader – Full Specifications
Dimensions

Length (without attachment): 120.4 in

Length with bucket (dig/carry): 153.5 in

Width (over tracks): 78 in

Width (with bucket): 80 in

Height (to top of cab): 83.1 in

Height to bucket hinge pin: 132 in

Dump height (with bucket): 101.8 in

Reach at maximum height: 38.4 in

Length of track on ground: 66.3 in

Track width: 17.7 in

Ground contact area: 2,340 in^2

Ground pressure (on rubber track): 4.8 psi

Turning radius: 99 in

Engine

Horsepower: 105 hp

Engine type: Turbocharged, non-DPF

Fuel tank capacity: 31.6 gal

Operating Capacities

Rated operating capacity (ISO): 3,800 lb

Rated operating capacity with counterweights:

+200 lb: 3,950 lb

+300 lb: 4,025 lb

+400 lb: 4,100 lb

Rated operating capacity with torsion suspension: 3,700 lb

Operating capacity (50% of tipping load): 5,429 lb

Tipping load: 10,857 lb

Operating weight: 12,393 lb

Hydraulic System

Auxiliary standard flow: 23.6 gpm

Auxiliary high flow: 36.6 gpm

Auxiliary super flow (optional): 42 gpm

Hydraulic pressure (standard & high flow): 3,500 psi

Hydraulic pressure (super flow): 4,061 psi

System relief at quick couplers: 3,450 psi

Performance

Travel speed (single speed): 5.4–5.5 mph

Travel speed (two-speed option): 10.4–10.7 mph

Vertical-lift path for higher reach and dump clearance

Optimized weight-to-horsepower ratio for productivity and maneuverability

Operator Environment

Enclosed cab with HVAC (option)

Ergonomic controls

Premium seat options

Reduced vibration and noise design

Maintenance & Serviceability

Easy-access service points

Simplified daily maintenance

Heavy-duty build for extended uptime

Attachments & Compatibility

Designed for high-flow and super-flow attachment operation

Compatible with a wide range of implements including:

Brush saws

Wheel saws

Chippers

Buckets (light material, general purpose, etc.)

Concrete mixers

Grapples, trenchers, augers, and more

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Dozers.com LLC for one SANY SSR120HT compaction roller for Public Services.

Amount of Contract:
$116,402.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250925 Dozers Agenda Package POs

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 September 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dozers.com LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dozers.com LLC for one SANY SSR120HT compaction roller for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $116,402.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5988

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
23766	2025	(F7000) MOTOR POOL	SANY SSR 120HT COMPACTION ROLLER FOR PUBLIC SERVICES (SEALED BID 5988)	$116,402.00	(299683) DOZERS.COM LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00023766-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DOZERS.COM LLC	MOTOR POOL - ATTN: ADAM LYNN
523 US HWY 280 E	770 GAYLE STREET
	MOBILE, AL 36604
AMERICUS, GA 31709	AGEET@CITYOFMOBILE.ORG
Tel#229-924-0035	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	299683				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SD75 ROLLER/COMPACTOR AS FOLLOWS: EQUIPPED WITH ROPS CAB W/AIR CONDITIONER, HEATER; SMOOTH DRUM INSTALLATION; PAD FOOT SHELL; LUB TIRES W/BALLAST; VANDALISM COVER; WORK LIGHTS; INSIDE SCRAPER; ROLLER WEIGHT TO BE 26,103 LBS. VENDOR TO PROVIDE SANY SSR120HT-CAB. AS PER CITY OF MOBILE BID #5988 AND YOUR QUOTE Additional Description Notes --- SD75 ROLLER/COMPACTOR AS FOLLOWS: EQUIPPED WITH ROPS CAB W/AIR CONDITIONER, HEATER; SMOOTH DRUM INSTALLATION; PAD FOOT SHELL; LUB TIRES W/BALLAST; VANDALISM COVER; WORK LIGHTS; INSIDE SCRAPER; SPECS ATTACHED AS REQUESTED BY: 2086-PSM 1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .	1.00 EACH	116402.00000	116402.00 116402.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Bill To	Requisition 00023766-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DOZERS.COM LLC	MOTOR POOL - ATTN: ADAM LYNN
523 US HWY 280 E	770 GAYLE STREET
	MOBILE, AL 36604
AMERICUS, GA 31709	AGEET@CITYOFMOBILE.ORG
Tel#229-924-0035	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	299683				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 116402.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	116402.00	45011.04

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	116402.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/24/25	JOHN PAINE	GL Allocation changed
Approved	04/29/25	SHONNDA SMITH	
Approved	04/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/02/25	SHONNDA SMITH	
Approved	07/02/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/24/25	SHONNDA SMITH	
Approved	09/24/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/30/25	BRENDA RHODES	
Approved	04/30/25	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00023766-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DOZERS.COM LLC	MOTOR POOL - ATTN: ADAM LYNN
523 US HWY 280 E	770 GAYLE STREET
	MOBILE, AL 36604
AMERICUS, GA 31709	AGEET@CITYOFMOBILE.ORG
Tel#229-924-0035	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	299683				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/30/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	05/12/25	BRENDA RHODES			
	Approved	05/12/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/12/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/03/25	BRENDA RHODES			
	Approved	07/03/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/03/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	09/25/25	BRENDA RHODES			
	Approved	09/25/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	09/25/25	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	05/01/25	JOHN PAINE		see email being sent shortly	
	Rejected	05/13/25	JOHN PAINE		reject per d to change fundi	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/25/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/25/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/25/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/25/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/25/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/25/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5988
SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER

PERRY BROTHERS	$116,402.00 Sany SSR 120HT-Cab
COWIN EQUIPMENT	$134,156.27 Volvo SD75B
PITTMAN TRACTOR	$138,403.00 Dynapac CA1500D
TRACTOR EQUIPMENT	$143,000.00 Hamm MC70I

ADDENDUM

September 16, 2025

RE: CITY OF MOBILE BID #5987 FOR TRACKED BULLDOZER AND CITY OF MOBILE BID #5988 FOR SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER

Please consider this to be Addendum to City of Mobile Bid #5987 for Tracked Bulldozer and City of Mobile Bid #5988 for Soil Compactor/Roller Single Drum Roller.

Add to specifications for both bids listed above:

> Warranty: Standard Manufacturer Warranty to be 36 months or 6000 hours, whichever comes first.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/05/2025	5988	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER** Spoil Compactor/Roller, Single Drum Roller as per the following and attached specifications. Make_____ Model_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award the City will purchase one (1) soil compactor/roller. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.					
			TOTAL			

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

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9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

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19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
	Page 2 of 3					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Price to be firm for a six (6) month period from date of award. **TO BE AWARDED ALL OR NONE.**					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Single Drum Roller Specifications

Current year model or new latest year end production model Vibratory Smooth Drum Roller, meeting the following specifications, in accordance with manufacturer's standard published specifications:

ENGINE: Diesel, 99 H.P., 12 or 24 volt electrical equipment. Unit shall also be equipped with a reversible fan.

STEERING: Hydrostatic with steering wheel.

TRANSMISSION: Hydrostatic drive, single lever control for speed and direction. Unit shall also be equipped with traction enhancement.

Rear Drive: Tires shall be 14.9-24 R3 6 PR diamond tread tires

Brakes: Brakes Shall be hydrstatic style with speing applied parking brake.

DRUM: Single Smooth drum at least 48 inches in diameter and 66 inches in width with drum thickness least .87 inches. Must have at least two amplitude settings with maximum centrifical force of at least 30,500 lbs. High frequency to be at least 2025 (VPM). Unit shall have the capacity to accept a bolt on padfoot Shell kit.

OPERATOR'S STAION: Unit shall be equipped with an enclosed cab with an air conditioner and heater, Seat with seat belt and radio. All other standard equipment, gauges, etc.

Operating Weight: 15,800 or greater.

Other Equipment: , tachometer, oil pressure gauge or light, water temperature gauge, backup alarm, LED working lights, 2 amber LED strobe lights on top, and all other standard equipment.

Factory Warranty: Standard Manufacturer Machine warranty for a min of 12 months or 2500 hours that includes a lifetime frame warranty.

Must have parts and service within 75 miles of delivery point.

Vendor to furnish two (2) sets of parts books, service manuals, technical manuals and operators' manuals with each unit.

Must have three (3) sets of keys. Delivery date may be a factor in making award.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 250KW emergency generator for Cruise Terminal

Funding Source
Capital - Cruise Terminal Equipment & Misc

ATTACHMENTS:
1. 20250923 Thompson Agenda Package POs

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 September 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Thompson Tractor Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 250KW emergency generator for Cruise Terminal
Capital - Cruise Terminal Equipment & Misc

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $188,923.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
30445	2025	(3037) BUILDING SERVICES	CATERPILLAR 250KW EMERGENCY GENERATOR FOR CRUSE TERMINAL (SORUCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$188,923.00	(203865) THOMPSON TRACTOR CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	THOMPSON POWER SYSTEMS QUOTE #MOD-31558449 DATED 9/12/2025 FOR INSTALLATION OF ONE (1) NEW CATERPILLAR 250kw NATURAL GAS STANDBY GENERATOR SET AT THE MOBILE CRUISE TERMINAL (REQ 30445). TO BE PAID UNDER CO259 FOR NC-012-25. TOTAL AMOUNT TO BE PAID: $188,923.00 APPROVED FOR R/PO PER C.HOLM			
	Contact Information			
	Supplier Contact Information			
	To purchase off this contract or for questions regarding products and pricing, please contact:			
	Ciairra Jenkins, Pre-Field Rep			
	Phone: 917-993-0112			
	Email: ciairra.jenkins@cat.com			
	AS PER YOUR QUOTE AND THE SOURCEWELL CONTRACT 092222-CAT			
001	PURCHASE ONE (1) NEW CATERPILLAR 250kw NATURAL GAS STANDBY GENERATOR SET AT THE MOBILE CRUISE TERMINAL. DELIVERY AND INSTALLATION INCLUDED IN EQUIPMENT PRICING, AS PER YOUR QUOTE #MOD-31558449 DATED 9/12/2025.	1.00 EACH	188923.00000	188923.00
	Additional Description Notes			

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

- 480VAc3PH60Hz
- ETL EVALUATED To UL STD UL2200
- ALTERNATOR SPACE HEATER
- UPSIZED ALTERNATOR
- NFPA BUNDLE
- WEATHERPROOF ENCLOSURE - WHITE IN COLOR
- 125A LOAD CENTER
- BATTERIES WITH BATTERY CHARGER
- JACKET WATERHEATER
- GFCI OUTLET
- 400A 100% RATED CIRCUIT BREAKER, WITH SHUNT TRIP CONTACTS
- PRODUCT LINK 4G LTE TELEMATICS
- REMOTE EMERGENCY STOP BUTTON
- REMOTE ANNUNCIATOR
- GAS REGULATOR (SHIPPED LOOSE)
- STANDARD START UP SERVICES WITH 2 HR LOAD BANK TESTING
- 5 YEAR MAINTENANCE AGREEMENT INCLUDES 5 ANNUAL PM SERVICES AND 81 ANNUAL INSPECTIONS
- 5 YEARS OF ANNUAL LOAD BANK TESTING FOR 2 HRS (INCLUDES LABOR, LOADBANK RENTAL, AND ALL NECESSARY CABLES) DONE IN CONJUNCTION WITH ANNUAL SERVICE
- 5 YEAR PLATINUM ESC WARRANTY
- FREIGHT SHIPPED TO FOB DESTINATION

QTY (1) 400A AUTOMATIC TRANSFER SWITCH

- 480 V, 3 POLE,
- NEMA 1 INDOOR ENCLOSURE
- ENGINE EXERCISER
- Aux CONTACTS
- 2 YEAR WARRANTY
- FREIGHT SHIPPED FOB DESTINATION

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

REMOVAL AND INSTALLATION
- DISCONNECT AND REMOVE EXISTING GENERATOR AND ATS
- MODIFY EXISTING PLATFORM TO ACCOMMODATE MOUNTING AND INSTALLATION OF NEW
- INSTALL NEW GENERATOR ON PLATFORM AND CONNECT
- PRICING IS BASED ON REUSING EXISTING ELECTRICAL UNDERGROUND FEEDS/WIRING

- ALL NECESSARY REMAINING WIRING TO MAKE A COMPLETE AND FUNCTIONAL INSTALLATION
- INSTALL NEW ATS AND CONNECT
- INSTALL NEW NATURAL GAS REGULATOR AND NEW PIPING FROM REGULATOR TO GENERATOR
- PRICING INCLUDES NECESSARY PERMITS
- PRICING INCLUDES CRANE CHARGES TO REMOVE OLD GENERATOR AND SET NEW
- PERMIT INCLUDED
- WORK TO BE SCHEDULED AND COMPLETED DURING CRUISE SHIP DEPARTURE DATES.

QUOTE INCLUDES THOMPSON TO HAUL AWAY OLD GENERATOR

THERE WILL BE NO ADDITIONAL CHARGES WITHOUT PRIOR AUTHROIZATION OF THE CITY OF MOBILE PURCHASING AGENT.

5 YEAR PLATINUM ESC WARRANTY SHALL BE SPELLED OUT AND SUBMITTED TO THE PURCHASING DEPARTMENT FOR ATTACHMENT TO THE PERMANENT PURCHASING DOCUMENT

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	CITY WILL PAY ACCORDING TO THE TERMS AND CONDITIONS THAT THE VENDOR HAS SET UP WITH THE CITY OF MOBILE AND THEIR AGREEMENT			
1	2000.80.00.0000.0000.0000.0000.0000.42140. E C0259 .NONCONTRCT. .			188923.00

Ship To
BUILDING SERVICES
205 GOVERNMENT STREET
5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644
Delivery Reference
KATIE CASSIL

Deliver To
BUILDING SERVICES
205 GOVERNMENT STREET
5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644

Requisition Link

Requisition Total 188923.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0259 .NONCONTRCT. .	188923.00	111917.07

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	188923.00	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/19/25	SCOTT COLLINS	
Approved	09/19/25	BRENDA RHODES	
Approved	09/19/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/19/25	RELYA MALLORY	Auto approved by: 910511034
Queued	09/19/25	DONALD ROSE	AWAITING AGENDA
Queued	09/19/25	SANDRA LEWIS	AWAITING AGENDA
Queued	09/19/25	STEVEN KRONINGER	AWAITING AGENDA
Queued	09/19/25	SAMANTHA COOLEY	AWAITING AGENDA
Queued	09/19/25	ANNE FOLEY	AWAITING AGENDA
Queued	09/19/25	JOHN PAINE	AWAITING AGENDA

Authorized By: _____ Date: _____
Signature

Caterpillar Inc.

Electrical energy power generation equipment

#092222-CAT
Maturity Date: 11/22/2026
Website: cat.com/government

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 092222-CAT gives access to the following types of goods and services:

- CAT diesel generator sets
- CAT natural gas generator sets
- Automatic transfer switches
- Switchgear
- Controls
- Installation
- Extended service coverage
- CAT rental equipment
- Used equipment
- Parts
- Maintenance contracts
- Cat Finance Government Lease and financing

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
cat.com/government

For rental of Caterpillar machines, tools, gensets, etc. please refer to contract #062320-CAT.

For purchase of new Caterpillar machines and work tools please refer to contract #032119-CAT.

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Tractor & Equipment Company for one Komatsu D36PX-24 crawler dozer for Public Services.

Amount of Contract:
$189,600.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250924 Tractor Agenda Package POs

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 September 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Tractor & Equipment Company

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Tractor & Equipment Company for one Komatsu D36PX-24 crawler dozer for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $189,600.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5987.

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
27046	2025	(F7000) MOTOR POOL	ONE KOMATSU D6PX-24 CRAWLER DOZER FOR PUBLIC SERVICES (SEALED BID 5987)	$189,600.00	(206760) TRACTOR & EQUIPMENT COMPANY

Adopted:

_____

City Clerk

Bill To	Requisition 00027046-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY	MOTOR POOL - ATTN: ADAM LYNN
2100 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-457-8991	Delivery Reference
Fax 251-457-6003	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	206760				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DOZER AS FOLLOWS: ENGINE RATED@105 HP;ROPS CAB W/HEAT, AC, RADIO; FAN; HYDRAULIC DRIVEN; ELECTRONIC CONTROL; PCCS (PALM CONTROL STEERING); 9'9 2.9 CU YD PAT BLADE; PLUS UNDERCARRIAGE; 25. 5 TRACK SHOES; MONITOR PANEL WITH EMMS (EQUIPMENT MANAGEMENT MONITORING SYSTEM);KOMTRAX GPS MONITORING SYSTEM (NO ADDITIONAL CHARGES FOR SUTOMER USERS); ALL OTHER STANDARD EQUIPMENT WARRANTY MIMINUM 36 MONTH OR 6000 HOURS WHICH EVER COMES FIRST. VENDOR TO PROVIDE KOMATSU D36PX-24. AS PER CITY OF MOBILE BID # 5987 AND YOUR QUOTE. Additional Description Notes --- KOMATSU D39X-24 DOZER AS FOLLOWS: KOMATSU 5AA4D95LE-7 ENGINE RATED@105 HP;ROPS CAB W/HEAT, AC, RADIO; FAN; HYDRAULIC DRIVEN; ELECTRONIC CONTROL; PCCS (PALM CONTROL STEERING); 9'9 2.9 CU YD PAT BLADE; PLUS UNDERCARRIAGE; 25.5 TRACK SHOES; MONITOR PANEL WITH EMMS (EQUIPMENT MANAGEMENT MONITORING SYSTEM);KOMTRAX GPS MONITORING SYSTEM (NO ADDITIONAL CHARGES FOR SUTOMER USERS); ALL OTHER STANDARD EQUIPMENT; OPERATING WEIGHT APPROX 22,774 LBS. TO INCLUDE WARRANTY OF 5 YEAR 4,000 HOUR PREMIER AND 5 YEAR 4,000 HOUR KOMATSU CARE PM SERVICES	1.00 EACH	189600.00000	189600.00

Bill To	Requisition 00027046-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY	MOTOR POOL - ATTN: ADAM LYNN
2100 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-457-8991	Delivery Reference
Fax 251-457-6003	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	206760				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SPECS ATTACHED			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			189600.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 189600.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	189600.00	1087119.61
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/24/25	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00027046-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 3

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY 2100 E I-65 SERVICE RD N MOBILE, AL 36617 Tel#251-457-8991 Fax 251-457-6003	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/25	206760				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/24/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/24/25	SHONNDA SMITH			
	Approved	09/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/24/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/24/25	SHONNDA SMITH			
	Approved	09/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Queued	09/24/25	DONALD ROSE		Automatic Forward to 9105paij	
	Queued	09/24/25	SANDRA LEWIS		Automatic Forward to 9105paij	
	Queued	09/24/25	STEVEN KRONINGER		Automatic Forward to 9105paij	
	Queued	09/24/25	SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Queued	09/24/25	ANNE FOLEY		Automatic Forward to 9105paij	
	Queued	09/24/25	JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5987
TRACKED BULLDOZER

TRACTOR & EQUIPMENT	$189,600.00 Komatsu D39PX-24
BEARD	$196,000.00 Deere 650P
STONE EQUIPMENT	$197,394.00 Case 850M
THOMPSON CAT	$257,110.00 Caterpillar D4L6P

ADDENDUM

September 16, 2025

RE: CITY OF MOBILE BID #5987 FOR TRACKED BULLDOZER AND CITY OF MOBILE BID #5988 FOR SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER

Please consider this to be Addendum to City of Mobile Bid #5987 for Tracked Bulldozer and City of Mobile Bid #5988 for Soil Compactor/Roller Single Drum Roller.

Add to specifications for both bids listed above:

> Warranty: Standard Manufacturer Warranty to be 36 months or 6000 hours, whichever comes first.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/05/2025	5987	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx. 1-2	**TRACKED BULLDOZER** Tracked Bulldozer, Ground Engaging Tractor with blade as per the following and attached. Make: _____ Model: _____ Provide literature on product bid. Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award the City will purchase one (1) bulldozer. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Delivery may be a consideration in the award. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.

This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for a six (6) month period.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Specifications for a Dozer

1. *Minimum 105 Hp. diesel engine.*
2. *Minimum Forward travel speed of 5 Mph.*
3. *Minimum turning radius of 8 ft. as measured by track marks on the ground at pivot turn.*
4. *Minimum ground clearance of 15 in.*
5. *Minimum ground contact area of 5,100 sq. in.*
6. *Ground pressure no greater than 4 psi.*
7. *Operating weight no greater than 23,000 lbs.*
8. *6 way dozer blade with ability to.*
   A. *Raise the blade at least 2 ft. 8in. above ground level.*
   B. *Lower the blade at least 1 ft. 5in. below ground level.*
   C. *1 ft. 5 in. range of tilt both right and left.*
   D. *Angle the blade with at least 25 ° of angle from center to the right and left.*
9. *Minimum blade width and height 9Ft. 9in.(W) by 3ft. (H).*
10. *Enclosed cab with Heat, AC, Bluetooth radio, Air ride seat.*
11. *Back up camera with large color monitor/display.*
12. *Front and rear pull hook/point.*
13. *Must have three (3) sets of keys.*
14. *Must have parts and service within 50 miles of delivery point.*
15. *Standard Manufacturer Machine warranty for a Minimum of 3 years.*
16. *Vendor to furnish two (2) sets of parts books, service manuals, technical manuals and operators' manuals with each unit.*
17. *Delivery date may be a factor in making award.*

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution ADECA CDBG-CV Budget Revision

REVIEWERS:
Lana Gauthier
Lana Gauthier

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), Program, under Title I of the Housing and Community Development Act of 1974 as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs has been allowed under the CARES Act (Public Law 116-136) to allocate a portion of funding to Entitlement Communities for eligible activities within the CDBG program to respond to, prepare for, and prevent coronavirus; and

WHEREAS, as part of the revision process the City followed its HUD approved Citizen Participation Plan throughout the process;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, or his designee, is authorized to revise its ADECA CDBG-CV funds budget allocation in accordance with the table below:

ADECA Community Development Block Grant-Coronavirus Response (ADECA CDBG-CV)

HUD Category

Activity	Pre-Revision Budget	Revised Budget
Administration	$150,000.00	$150,000.00
Acquisition of Real Property for Food Banks in Low/Mod Income Areas	$550,000.00	$50,844.72
Food Banks in Low/Mod Income Areas	$300,000.00	$299,923.22
VIA Senior Portable Wellness Program	$34,232.00	$34,232.00
Legal Services of Alabama- Fair Housing Education Program	$50,000.00	$50,000.00
Low/Mod Income Area Pandemic Related Fire Protection Equipment	$415,768.00	$915,000.06
Total	**$1,500,000.00**	**$1,500,00.00**

TOTAL BUDGET $1,500,000.00

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of the revised budget with ADECA, and that this authorization extends to the execution of all required certifications, agreements, and loan documents as well as all other actions required by said Federal and State funds.

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Reallocate $60,000 in Capital Improvement Fund(2000) from Capital Project C0620 - IT Technical & Infrastructure Upgrades to Capital Project C0621 - IT Fiber Expansions/Upgrades for fiber optic expansions and upgrades at city facilities and street intersections.

Amount of Contract:
$60,000

Funding Source
Capital Project # C0620

ATTACHMENTS:
1. Resolution
2. Budget Transfer Request Fund

REVIEWERS:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $60,000 in Capital Improvement Fund(2000) be re-allocated from Capital Project C0620 - IT Technical & Infrastructure Upgrades to Capital Project C0621 - IT Fiber Expansions/Upgrades for optic fiber expansions and upgrades at city facilities and street intersections.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM MIT DEPT. 5000

DATE OF REQUEST: 9/9/2025

BUDGET TRANSFER: ☑(from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 60,000

FROM CAPITAL PROJECT#: C0620

CAPITAL PROJECT NAME: IT Technical Upgrades

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0621

PROJECT NAME: IT Fiber Expansions/ upgrades

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Dauphin Island Parkway-New Community Center

CAPITAL PROJECT #: C0855 (20002000-42200)

CONTRACT AMOUNT: $515,472.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama

VENDOR NAME: ALLRED ARCHITECTURAL GROUP, PA

VENDOR NUMBER: 299958

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services
Construction (Unit Price)* Construction** ROW (Acquisitions)
Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X__ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ***Emma Dean*** **– Office Assistant II** **Date: 09/18/2025**

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Sandy Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:
Provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama

Amount of Contract:
$515,472.00

Funding Source
C0855 DIP COMMUNITY CENTER (20002000-42200)

ATTACHMENTS:
1. Routing Pack B101-2017 - RStandard Form of Agreement Between Owner and Architect

REVIEWERS:
Lana Gauthier
Lana Gauthier

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Allred Architectural Group, PA PC
Project Name:	Dauphin Island Parkway-New Community Center
Project Number:	PR-002-24
Amount:	$515,472.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Dauphin Island Parkway-New Community Center

CAPITAL PROJECT #: C0855 (20002000-42200)

CONTRACT AMOUNT: $515,472.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama

VENDOR NAME: ALLRED ARCHITECTURAL GROUP, PA PC

VENDOR NUMBER: 299958

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X__ ; 5% of the 1st 50% **_X__** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: *Emma Dean* – Office Assistant II **Date:** 09/18/2025

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2025

BETWEEN the Architect's client identified as the Owner:

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:

Allred Architectural Group
605 Bel Air Blvd. Suite 11
Mobile, Alabama 36606

for the following Project:

Dauphin Island Parkway-New Community Center
1600 Boykin Blvd.
Mobile, Alabama 36605
Project number PR-002-24 (C0855)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (68c97e90d2416e10221ff162)

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 § 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: City of Mobile Animal Services Facility.

§ 1.1.1 The Owner's program for the Project:

As detailed in the Architect's proposal dated September 5, 2025, and included herein as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

As detailed in the Architect's proposal dated September 5, 2025, and included herein as Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The Owner's budget for the cost of construction is Seven Million Two Hundred Fifty-Eight Thousand and 00/100 Dollars ($7,258,000).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%): December 1, 2025, Design Development (60%): March 01, 2026, Construction Documents (100%) : July 2026.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

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Within Three Hundred Twenty calendar days (320) from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Director, Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Volkert, Inc., Program Manager

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop North
Suite H
Mobile, Alabama

.2 Other, if any:

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Hoppy Allred
Allred Architectural Group
605 Bel Air Blvd. Suite 11
Mobile, Alabama 36606
Office Phone: 251-219-6823
Cell Phone: 228-762-1975

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

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3. **Automobile Liability Insurance:**

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. **Excess/Umbrella Liability Insurance**

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect

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shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services (60% Construction Documents and Cost Estimate)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of

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any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services (100% Construction Documents and 90% Cost Estimate)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner during the procurement phase as detailed in Architect's proposal included herein as Exhibit A.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 The Architect shall assist the Owner in bidding the project by answering bidder questions and assisting with Addenda as detailed in Architect's proposal included herein as Exhibit A. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare addenda identifying approved substitutions.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall assist with administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering

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Department and as detailed in Architect's proposal included herein as Exhibit A.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

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subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	City/Architect
§ 4.1.1.2	Multiple preliminary designs	In accordance with Architect's Proposal
§ 4.1.1.3	Measured drawings	In accordance with Architect's Proposal
§ 4.1.1.4	Existing facilities surveys	City
§ 4.1.1.5	Site evaluation and planning	In accordance with Architect's Proposal
§ 4.1.1.6	Building Information Model management responsibilities	N/A
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8	Civil engineering (incl. ADEM Permitting, QCP)	In accordance with Architect's Proposal
§ 4.1.1.9	Landscape design	In accordance with Architect's Proposal
§ 4.1.1.10	Architectural interior design	In accordance with Architect's Proposal
§ 4.1.1.11	Value analysis -2 cost estimates at 50% and 90%	In accordance with Architect's Proposal
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	In accordance with Architect's Proposal
§ 4.1.1.13	On-site project representation	In accordance with Architect's Proposal
§ 4.1.1.14	Conformed documents for construction	In accordance with Architect's Proposal
§ 4.1.1.15	As-designed record drawings	N/A
§ 4.1.1.16	As-constructed record drawings	N/A
§ 4.1.1.17	Post-occupancy evaluation	N/A
§ 4.1.1.18	Facility support services	N/A
§ 4.1.1.19	Tenant-related services	N/A
§ 4.1.1.20	Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21	Telecommunications/data	In accordance with Architect's Proposal

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§ 4.1.1.22	Security/Access Control evaluation and planning	In accordance with Architect's Proposal
§ 4.1.1.23	Commissioning	N/A
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	In accordance with Architect's Proposal
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29	Other services provided by specialty Consultants	N/A
§ 4.1.1.30	Other Services	In accordance with Architect's Proposal

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Other services indicated above are included in Architect's Specific Services as detailed in Architect's proposal included herein as Exhibit A.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information,

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Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly visits to the site by the Architect during construction, as required based on progress of the work

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

.5 Attend Bi-weekly teleconference progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation,

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prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.2 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.3 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.4 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a

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suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00 .00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0.00 .00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

A. Basic Services for Phases 2, 3, and 4 Stipulated Sum:	$360,011.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$0.00
C. Survey Reimbursable Expenses:	$0.00
D. Geo Technical Engineering:	$0.00
E. Landscape Design	$28,205.00
F. Reimbursable Expenses:	$3,500.00
G. CA Services if Phases 2, 3, and 4 proceed as one project	$90,003.00
H. ADEM Stormwater Inspections	$10,000.00
I. CA Service Reimbursable Expenses:	$3,500.00
J. Phasing Contingency (Ref below):	$20,253.00
A. Total Contract Amount: (not to exceed)	$515,472.00

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NOTE: Phasing Contingency accounts for costs should the project be built in separate projects by phase outlined below. If the project is built as one project, the Phasing Contingency shall be removed from this agreement accordingly.

.2 Percentage Basis

N/A

.3 Other

In the event that construction occurs as separate projects per Phase, Reference the below breakdown of Construction Administration Services:

Phase 2 (only) Renovations to Building B:	$26,910.00
Phase 2 (only) Allowance for Reimbursables:	$1,500.00
Phase 2 (only) Total:	$33,410.00
Phase 3 (only) New Gymnasium:	$61,546.00
Phase 3 (only) ADEM Stormwater Inspections	$10,000.00
Phase 3 (only) Allowance for Reimbursables:	$1,500.00
Phase 3 (only) Total:	$73,046.00
Phase 4 (only) Playground and Other Amenities:	$7,800.00
Phase 4 (only) ADEM Stormwater Inspections	$5,000.00
Phase 4 (only) Allowance for Reimbursables:	$1,500.00
Phase 4 (only) Total:	$14,300.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Architect shall be compensated on a monthly progress payment basis for completed work subject to the percentages listed in Section 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15%)
Design Development & Construction Documents Phase	Twenty percent (20%) Forty percent (40%)

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User Notes: (68c97e90d2416e10221ff162)

Construction Documents Phase	Five percent (5%
Building and Plan Review Phase	Twenty percent (20%)
Construction Phase	
Total Basic Compensation	One hundred percent (100.00%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category	Rate ($0.00)
Principal Architect	$210.00
Project Architect	$185.00
Designer/Associate	$160.00
Digital Rendering	$110.00
Interior Designer	$110.00
Construction Admin	$95.00
Office Manager	$80.00
Consultant	Fee Charged to Architect plus 10%

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: Printing and/or plotting of drawings, plan review fees, application fees, postage, etc..

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Progress Payments

§ 11.10.1.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 calendar days.

§ 11.10.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided with any request for reimbursement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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.1 The Architect and the Architect's Consultants shall assist with Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents and the Architect's proposal included herein as Exhibit A.

.2 Drawings shall be in AutoCad Version 14 or later or other electronic drafting software approved by the Owner.

.3 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.4 Time is of the essence in the performance of this Contract. The Architect specifically agrees that the Contract time will begin on the effective date of the Agreement. Architect also agrees no work will begin prior to such date. All work up to and including the 100% design documents and 90% construction estimate shall be completed within 180 calendar days.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 Architect's proposal dated September 05, 2025.
.3 Architect's Subcontracting Plan.

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Hoppy Allred President AL #6338
(Printed name, title, and license number if required)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Hoppy Allred as Officer of Allred Architectural Group and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation.
Sworn to and subscribed for me this 17 day of Sep, 2025.

Melissa Vega Gonzalez
NOTARY PUBLIC
My Commission Expires: 03/17/2028

State of Mississippi
Melissa Vega Gonzalez
Notary Public
Lauderdale
County
My Comm. Exp. 03 17 2028
Commission Number 451200

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Exhibit A

allred
ARCHITECTURAL GROUP

September 5, 2025

Mr. Brandon J. Miller
Volkert, Inc.

Re: **FEE PROPOSAL**
Dauphin Island Parkway – New Community Center
1600 Boykin Boulevard
Mobile, Alabama

SCOPE OF WORK:

Allred Architectural Group and our team of consultants will provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama. The scope generally includes renovations to an existing Building B for use as a Community Center, a new Gymnasium, and an outdoor Playground and other amenities.

The general work for each of these project scopes are as follows:

PHASE 1: DEMOLITION OF BUILDINGS A, C & D
- Not in Scope.

PHASE 2: RENOVATION TO BUILDING B (13,000 SF):
- Replacement of Roof and Fascia Purlins
- Replacement of HVAC System
- Replacement of Windows
- Replacement of Flooring
- Power Panel Upgrades
- Partial Lighting Upgrades
- Restroom Upgrades
- Fire Suppression Upgrades

PHASE 3: NEW GYMNASIUM (15,430 SF):
- New Lobby
- New Gymnasium
- New Restrooms
- New MEP & Storage

PHASE 4: SITEWORK
- Playground
- Other Amenities

Professional design services for Architectural and Engineering specifically includes and excludes the items listed below in the 'Summary of Services.'

711 Church Street
Ocean Springs, MS 39564
T (228) 762-1975

605 Bel Air Blvd., Suite 11
Mobile, AL 36606
T (251) 219-6823

Hoppy Allred, AIA
Jennifer Hataway Blount, AIA
Patrick Wilber, AIA

allredarchitects.com

SUMMARY OF SERVICES

Included:

- Architectural Design (Plans & Specifications)
- Civil Design (Plans & Specifications)
- Structural Design (Plans & Specifications)
- Mechanical & Plumbing Design (Plans & Specifications)
- Electrical Design (Plans & Specifications)
- Fire Protection Performance Specifications
- Landscape Design
- Design Renderings
- Interior Design & Material Finish Selections
- Interior & Exterior Signage Design
- Low Voltage Design for Fire Alarm, Access Control, Security & Data
- City of Mobile & Engineering Department approvals
- Construction Cost Estimates at DD & CD Submittals
- Design Meetings (bi-weekly or as appropriate) via Teams
- Includes 2 in-person Programming Meetings with Parks & Recreation
- Includes preparation and participation for up to 2 in-person Community Presentations
- Minimal Involvement during Bid Phase. City of Mobile (or Volkert) will handle the bidding process and furnish front-end specifications. Architect and Engineering team will respond to RFI's and issue addenda as needed).
- Conformed Documents (compilation of Bid Documents and Pre-Bid Addenda)
- CA Services, including Periodic site visits during construction (Monthly)
- Civil Engineer will provide required ADEM Stormwater Inspections
- Submittal and Pay Application reviews
- Punchlist at end of construction completion

Not Included:

- Survey (Owner provided. Architect shall be provided with a current electronic topographic survey)
- Geotechnical Services (Owner provided. Architect shall be provided with geotechnical report)
- Construction Materials Testing (Owner provided. Architect shall be provided with CMT reports)
- Hazardous Materials Testing or Abatement Specifications
- FF&E. However, general furniture layout for electrical coordination will be provided.
- Project Advertising and Bidding of Project.
- Prequalification of Contractors
- Contractor Selection and Negotiations
- Contract Preparation
- Any special approvals other than the standard building department plan review and items specifically listed above
- Elevation Certificates or Flood Development Approvals
- Applications to the Planning Commission or Board of Adjustments

- Approvals from state agencies other than those specifically listed above
- Coordination or negotiations with adjacent property owners that may be impacted by construction
- As-Built Plan Preparation

Fee Proposal for Design of Phases 2, 3 and 4 as ONE SINGLE PROJECT:

- PHASE 1: DEMOLITION OF BUILDINGS A,C & D
  - Not in Scope
- PHASE 2: RENOVATION TO BUILDING B
- PHASE 3: NEW GYMNASIUM
- PHASE 4: PLAYGROUND & OTHER AMENITIES
- Architectural & Engineering Services through Design: $360,011
- Supplemental Service for Landscape Design: $ 28,205
- Allowance Amount for Reimbursable Expenses: $ 3,500 (Estimate)

TOTAL FEE THRU DESIGN PHASE (ONE PROJECT): $391,716

Fee Proposal for Construction Administration Services of Phases 2, 3 and 4 as ONE SINGLE PROJECT:

- PHASE 1: DEMOLITION OF BUILDINGS A,C & D
  - Not in Scope
- PHASE 2: RENOVATION TO BUILDING B
- PHASE 3: NEW GYMNASIUM
- PHASE 4: PLAYGROUND & OTHER AMENITIES
- Architectural & Engineering Services for Construction Administration Phase: $ 90,003
- ADEM Stormwater Inspections: $ 10,000
- Allowance Amount for Reimbursable Expenses: $ 3,500 (Estimate)

TOTAL FEE FOR CA PHASE (ONE PROJECT): $103,503

Fee Proposal for Construction Administration Services of Phases 2, 3 and 4 as SEPARATE PROJECTS:

- PHASE 1: DEMOLITION OF BUILDINGS A,C & D
  - Not in Scope

- PHASE 2: RENOVATION TO BUILDING B: $26,910

  Allowance Amount for Reimbursables $ 1,500 (Estimate)

  TOTAL FEE FOR CA OF PHASE 2 ONLY: $33,410

- PHASE 3: NEW GYMNASIUM: $61,546

  ADEM Stormwater Inspections: $10,000

  Allowance Amount for Reimbursables: $ 1,500 (Estimate)

  TOTAL FEE FOR CA OF PHASE 3 ONLY: $73,046

- PHASE 4: PLAYGROUND & OTHER AMENITIES $ 7,800

  ADEM Stormwater Inspections: $ 5,000

  Allowance Amount for Reimbursables: $ 1,500 (Estimate)

  TOTAL FEE FOR CA OF PHASE 4 ONLY: $14,300

LIST OF CONSULTANTS:

Below is a list of consultants to be used on this project (subject to change).

Civil:	Lieb Engineering Company
Structural:	Wade Everett Structural Engineering
M.E.P.:	H.M. Yonge & Associates
Landscape:	Christian Preus Landscape Architecture

ADDITIONAL SERVICES:

For additional services requested beyond the scope as described either an additional fee proposal for each service will be submitted or services will be performed on an hourly basis. If services are to be performed on an hourly basis, the following rates shall apply.

Principal Architect:	$210/hr
Project Architect:	$185/hr
Designer / Associate:	$160/hr
Digital Rendering:	$110/hr

Interior Designer:	$110/hr
Construction Admin.:	$ 95/hr
Office Manager:	$ 80/hr
Consultant:	Fee charged to Architect plus 10%

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed as follows: Expenses incurred to architect pertaining to project plus a multiplier of 10%. Reimbursable expenses include items such as printing and plotting of drawings, plan review fees, application fees, permitting fees, postage, etc.

SCHEDULE:

Design Phase Milestones:

- Schematic Design: December 1, 2025
- Design Development: March 1, 2026
- Construction Documents: July 1, 2026

BILLING METHOD:

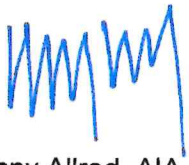
No downpayment is required. Invoices are sent at or near the first of the month for work completed or expenses incurred during that billing cycle. Payment is due within 30 days of invoicing. The invoices will be based on Project Phase Percentages as listed below.

Project Phase Percentages:

- Schematic Design: 15%
- Design Development: 20%
- Construction Documents: 40%
- Bidding & Plan Review: 5%
- Construction Phase: 20%

END OF PROPOSAL:

Sincerely,



Hoppy Allred, AIA
President

(This is a 5-page document)

Attachments: Overview & Budget prepared by the City of Mobile

Dauphin Island Parkway - Proposed New Community Center
1600 Boykin Boulevard, Mobile, Alabama



South Brookley School
1964
Buildings A, B, and D
Recent testing of buildings indicate the presence of asbestos and lead paint. Feasibility of renovating buildings would not be cost effective.

Sail Center
1996
Buildings C
Feasibility of renovating buildings would be cost effective to building a new facility.

- Current program includes design of mix use including a senior adult area and a teen area.
- Building B to be considered to remain and renovated, while Buildings A, C, & D to be demolished.
- New building discussion to include a gymnasium and entry.
- CO855 - BOYS & GIRLS CLB, COMM CTR, FOOD PA - $490,885.00

COST ESTIMATE: RENOVATED AREA

BUILDING B	SQ FT
PROGRAMMED SENIOR AND TENN CENTER	9,250
MULTI-PURPOSE ROOM	2,000
PROGRAMMED OFFICE SPACE	600
RENOVATED RESTROOMS	600
WARMING KITCHEN	600
TOTAL	13,000

$150 sq ft - current construction costs
Renovations/Replacements required:

- Roof and Fascia Purlins
- HVAC system
- Windows
- Flooring
- Power Panel
- Partial Lighting
- Restrooms
- Fire Suppression

RENOVATED BUDGET	$1,950,000

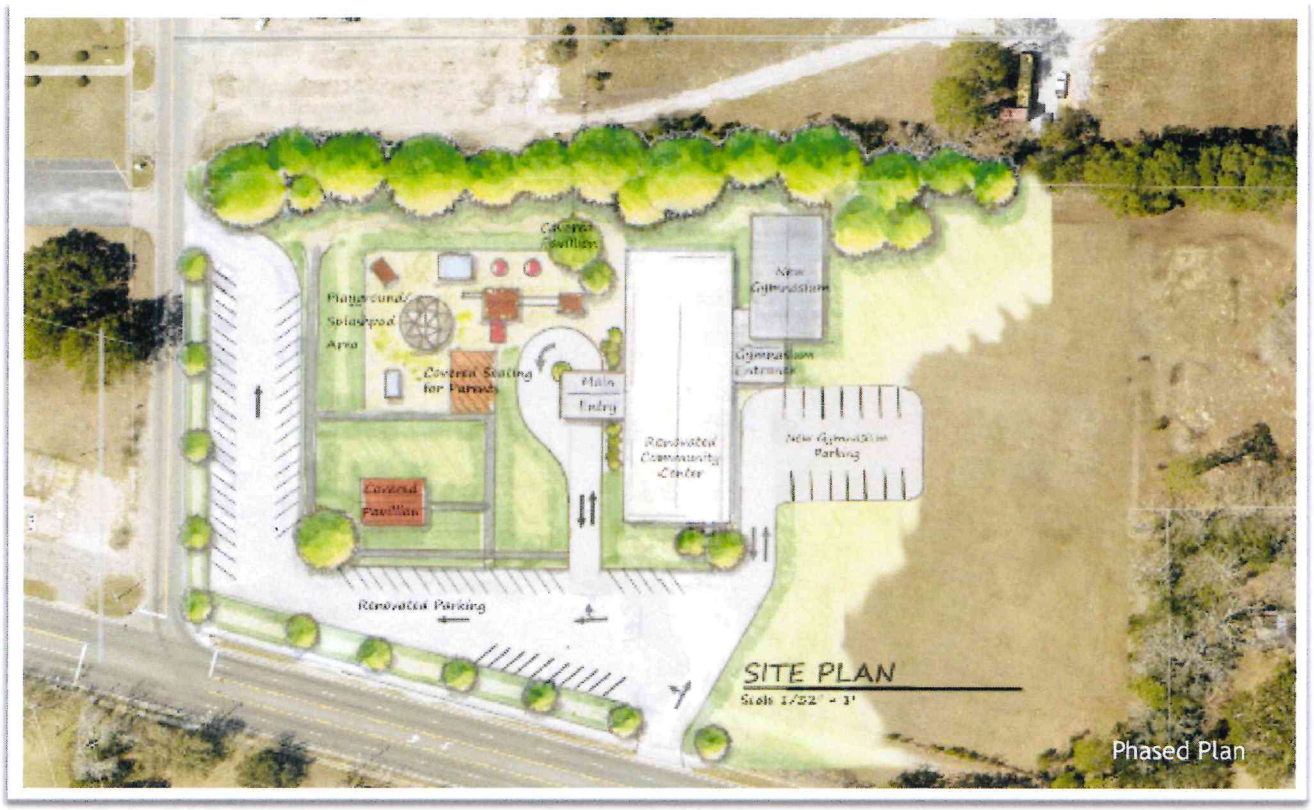
COST ESTIMATE: NEW CONSTRUCTION

NEW CONSTRUCTION	TOTAL SQ FT
LOBBY	1,420
GYMNASIUM	8,000
RESTROOMS	1,875
MEP + STORAGE	1,050
NEW CONSTRUCTION SQFT	12,345
BURDEN FACTOR x 1.25	15,430
ESTIMATED BUILDING COST	
BUILDING $425/FT	$2,308,280
GYMNASIUM $250/FT	$2,500,000

COST ESTIMATE: SITE

Site Work	$500,000
Design and Construction Fees	$725,828
TOTAL BUILD BUDGET	$7,984,108

Dauphin Island Parkway - Proposed New Community Center
1600 Boykin Boulevard, Mobile, Alabama



- Phase 1 - Demolition of Buildings A, C, and D will be bid early June. Renovated Parking lot bid will follow demolition.
- Phases 2-4 - schedules are undetermined.

Phase 1 $400k-$500k
-Demolition of Buildings A, C, D
- Renovated Parking

Phase 2 $2M-$2.5M
-Renovate Community Center

Phase 3 $3.5M-$4M
-New Gymnasium

Phase 4 $1.5M-$2M
-Playground and all other Amenities



Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Allred Architectural Group, PA PC

This name reservation is for the exclusive use of Allred Architectural Group, PA PC, 605 Bel Air Blvd., Ste 11, Mobile, AL 36606 for a period of one year beginning 09/10/2025 and expiring 09/10/2026

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

09/10/2025

Date

241522

Wes Allen **Secretary of State**

allred
ARCHITECTURAL GROUP

September 10, 2025

Alabama Secretary of State

Directors

Hoppy Allred, President License#6338

Jennifer Hataway Blount, Vice President License#7444

711 Church Street
Ocean Springs, MS 39564
T (228) 762-1975

605 Bel Air Blvd., Ste 11
Mobile, AL 36606
T (251) 219-6823
www.allredarchitects.com

Hoppy Allred, AIA
Jennifer Hataway Blount, AIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Morgan Frank	
Lemon Mohler Insurance Agency 806 Washington Avenue Ocean Springs MS 39564	PHONE (A/C, No, Ext): (228) 875-7777	FAX (A/C, No): (228) 875-2867
	E-MAIL ADDRESS: mfrank@lemonmohler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Benchmark Insurance Company	
INSURED Allred Architectural Group, PA 711 Church Avenue Ocean Springs MS 39564	INSURER B : SteadPoint Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** AL: 24-25 WC; 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP01286	08/05/2025	08/05/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	XLP01287	08/05/2025	08/05/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC07007853712024A	12/18/2024	12/18/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Dauphin Island Parkway - New Community Center

City of Mobile is included as an Additional Insured in respect to the General Liabiltiy and Umbrella Liability. All policies except Workers Compensation shall be Primary & Non-Contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability, and Workers Compensation. 30 Day notice of Cancellation, non-renewal, or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Morgan Frank

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Personal And Advertising Injury			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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Ref #	Description	Coverage Code	Form No.	Edition Date

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Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** J W Webb
J W Webb 1256 Bienville Blvd PO Box 1710 Ocean Springs MS 395661710	**PHONE (A/C, No, Ext):** 228-875-3400 **FAX (A/C, No):** **E-MAIL ADDRESS:** j.w.webb.b0xk@statefarm.com
INSURED ALLRED ARCHITECTURAL GROUP, PA 711 CHURCH AVE OCEAN SPRINGS MS 395643753	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	057 7001-E18-24K 0058269-SFP-24 0091806-SFP-24	05/18/2025 08/15/2025 07/14/2025	11/18/2025 02/15/2026 01/14/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Dauphin Island Parkway - New Community Center

City of Mobile is included as an Additional Insured in respect to the Automobile Liability. All policies except Workers Compensation shall be Primary & Non-Contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to Automobile Liability. 30 Day notice of Cancellation, non-renewal, or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. W. Webb

This form was system-generated on 09/17/2025

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CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ALLRED ARCHITECTURAL GROUP
Address	605 BEL AIR BLVD, SUITE 11 MOBILE, AL 36606
Telephone	251-219-6823
E-Mail	HOPPY@ALLREDARCHITECTS.COM

RFP/RFQ Solicitation Number	
Project Description	DAUPHIN ISLAND PARKWAY - NEW COMMUNITY CENTER
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 8 Female 5 Minority 3 Non-minority 10 Vets 0 Total #of Employees 13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: HOPPY ALLRED

Signature: [signature] Date: 09/17/2025

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: HOPPY ALLRED Title: PRESIDENT

E-mail:_ Phone: HOPPY@ALLREDARCHITECTS.COM / 251.219.6823

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 515,472.00 Date: 09 / 05 / 2025

Description D.I.P. COMMUNITY CENTER

Name of Bidder/Proposer: ALLNED ARCHITECTURAL GROUP

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
LIEB ENGINEERING	251.978.9779	CIVIL/LANDSCAPE	58,105	11	Y	
WADE EVERETT ENG.	251.367.0479	STRUCTURAL	18,000	4	N	
H.M. YONGE & ASSOC.	850.934.2661	MEP	94,680	18	N	
MISC. REIMBURSABLES		MISC. VENDORS	3,500	1	N	
ALLNED ARCH. GROUP	251.219.6823	ARCHITECT	341,187	66	N	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ALLRED ARCHITECTURAL GROUP

Contact Person: HOPPY ALLRED Phone 251.219.6823 Email HOPPY@AllredArchitects.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

__✓__ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Company ID Number: 733901

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Allred Architectural Group, PA (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 733901

Approved by:

Employer	
Allred Architectural Group, PA	
Name (Please Type or Print) Chester Jr H Allred	**Title**
Signature Electronically Signed	**Date** 12/06/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/06/2013

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 733901

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Allred Architectural Group, PA
Company Facility Address	711 Church Street Ocean Springs, MS 39564
Company Alternate Address	711 Church Street Ocean Springs, MS 39564
County or Parish	JACKSON
Employer Identification Number	640511109
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MS	1

Company ID Number: 733901

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jane R Prochilo
Phone Number	2287621975
Fax	
Email	jane@allredstolarski.com

Name	Chester Jr H Allred
Phone Number	2287621975
Fax	
Email	hoppy@allredstolarski.com

Company ID Number: 733901

This list represents the first 20 Program Administrators listed for this company.

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with George Glaser to provide professional services for the Office of Professional Responsibility. Compensation for work provided by the consultant will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

STATE OF ALABAMA
CITY OF MOBILE

Professional Services Contract
City of Mobile
(Special Projects)

AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the Effective Date (defined below) by and between the City of Mobile, Alabama (the "City"), and George Glaser, an individual accountant (the "Contractor"). The City and Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties."

1. Recitals

WHEREAS, the City requires professional accounting services for special projects; and

WHEREAS, Contractor represents that he is duly qualified and willing to perform such services for the City under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

2. TERM; EFFECTIVE DATE

2.1 **Effective Date.** The Agreement becomes effective on the date fully executed by both Parties (the "Effective Date").
2.2 **Term.** The term shall commence on the Effective Date and continue for one (1) year, unless earlier terminated in accordance with this Agreement.

2.3 **Renewals**. The City may extend the term up to two (2) additional one-year periods by written notice to Contractor prior to expiration, each subject to annual appropriation.

3. SCOPE OF SERVICES

3.1 **Services.** Contractor shall provide professional services for special projects as needed/requested by the City's Director of the Office of Professional Responsibility (OPR) or the Director's written designee (the "Contract Administrator") to support OPR's mission, which may include, without limitation: project-based accounting analyses, reconciliations, internal control review support, grant or special revenue tracking assistance, cost allocations, financial schedules and workpapers, audit preparation support, and related advisory services (collectively, the "Services"). Contractor services are outlined in Exhibit A and incorporated herein.

3.2 **Standard of Care.** Contractor shall perform the Services in a timely, professional manner consistent with the degree of care, skill, and diligence ordinarily exercised by reputable accountants practicing under similar circumstances in Alabama.

3.3 **Personnel/Subcontracting.** Contractor will personally perform the Services unless the City gives prior written consent to any assistants or subcontractors. The City may require removal and replacement of any approved assistant for cause.

3.4 **Direction & Coordination.** Contractor shall take direction from, and coordinate with, the Contract Administrator, who has authority to approve work authorizations, deliverables, and invoices.

4. COMPENSATION; INVOICING

4.1 **Rate & Not-to-Exceed.** The City shall compensate Contractor at $50.00 per hour for properly performed Services. Unless otherwise authorized in writing by the City Council or the Mayor pursuant to applicable authority, the not-to-exceed (NTE) amount for this Agreement is Eighty Thousand Dollars ($80,000.00). Contractor compensation is outlined in Exhibit B and incorporated herein.

4.2 **Expenses.** The hourly rate is fully burdened and includes ordinary overhead. Out-of-pocket expenses require prior written approval from the Contract Administrator and must be supported by receipts; travel, if approved, is reimbursable at City policy rates only.

4.3 **Invoicing.** Contractor shall submit monthly invoices to the Contract Administrator, itemizing dates, hours, tasks performed, and project identifiers. Properly submitted and undisputed invoices shall be paid in accordance with the City's normal payment cycles and applicable law.

4.4 **Withholding for Disputes.** The City may withhold disputed amounts, with written notice stating the basis. Undisputed portions will be paid.

5. FUNDING; SUBJECT TO APPROPRIATION

The City's obligations are contingent upon the availability of funds lawfully appropriated. No obligation of the City shall extend beyond appropriated funds. The City may terminate under Section 10 if funds are not appropriated or are exhausted.

6. INDEPENDENT CONTRACTOR; TAXES; BENEFITS

Contractor is an independent contractor and not an employee, agent, or partner of the City. Contractor is solely responsible for all taxes, withholdings, insurance, licenses, and benefits for himself and any approved assistants. Contractor has no authority to bind the City.

7. COMPLIANCE; ETHICS; E-VERIFY; BACKGROUND

7.1 **Laws/Policies.** Contractor shall comply with all applicable federal, state, and local laws, regulations, professional standards, and City policies made known to Contractor that reasonably relate to the Services or City facilities.

7.2 **Conflicts of Interest.** Contractor represents there is no conflict that would prevent full performance. Contractor will promptly disclose any potential conflict to the City.

7.3 **Immigration/E-Verify.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program and attach as Exhibit D. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

7.4 **Background/Badging.** If access to secure City systems or facilities is required, Contractor shall submit to background and/or badging procedures as directed.

8. CONFIDENTIALITY; PUBLIC RECORDS

8.1 **Confidential Information.** Contractor shall keep confidential any non-public information obtained from the City and use it solely to perform the Services, except as disclosure is required by law.

8.2 **Public Records.** Contractor acknowledges that documents and data produced under this Agreement may be subject to public records laws. Contractor shall promptly assist the City in responding to public records requests, at no additional cost other than pre-approved reasonable reproduction costs.

8.3 Breach Notice. Contractor shall notify City within five (5) business days of discovery of any actual or reasonably suspected unauthorized access, disclosure, or loss of City information and shall cooperate in containment, investigation, and remediation. Contractor shall not make independent public disclosures of City records; requests will be directed to City.

9. WORK PRODUCT; CITY DATA

9.1 **Ownership.** All work product, reports, workpapers (excluding Contractor's pre-existing templates and know-how), data compilations, and deliverables created specifically for the City under this Agreement ("Work Product") shall be the property of the City upon payment for the Services creating such Work Product.

9.2 **City Systems/Data.** Contractor shall follow City instructions regarding access to City systems and treatment of City data, including retention, return, or secure destruction at the City's direction.

9.3 **Return/Destruction**. Upon request or termination, Contractor shall promptly return to City or securely destroy City Data and work product (excluding legally required retention).

9.4 **No Offsite Storage Without Consent**. Contractor shall not store City Data in personal cloud or removable media without City's written approval.

10. TERMINATION; SUSPENSION

10.1 **For Convenience.** The City may terminate this Agreement for convenience in whole or in part upon ten (10) days' written notice. Contractor shall cease work as directed and be paid for authorized, satisfactorily performed Services to the termination date.

10.2 **For Cause.** Either Party may terminate for material breach not cured within ten (10) days after written notice.

10.3 **Suspension.** The City may suspend Services at any time by written notice; compensation will be limited to authorized Services performed through the suspension effective date.

11. INSURANCE & INDEMNITY

11.1 **Insurance.** During the term of this Agreement, Contractor shall acquire and maintain in full force and effect, at his expense, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an Additional Insured,*** and shall attach to this contract as proof thereof, a certificate of insurance ***and all relevant endorsements*** by an agent licensed and qualified to do business in the State of Alabama, not less than the requirements in Exhibit C, including (a) Commercial General Liability, (b) Professional Liability (Accountants' E&O), and (c) Automobile Liability (if driving on City business). Certificates of insurance and endorsements naming the City of Mobile, its elected officials, officers, employees, and agents as Additional Insureds (CGL) shall be provided before work begins and upon renewal.

11.2 **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against claims, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees)

arising out of or related to Contractor's negligent acts, errors, or omissions, willful misconduct, or breach of this Agreement.

12. RECORDS; AUDIT; RETENTION

Contractor shall maintain complete and accurate records of hours worked, tasks performed, and costs incurred for at least five (5) years after final payment. The City, its auditors, and duly authorized agents may audit such records upon reasonable notice. Contractor shall cooperate and make records available within the City of Mobile or electronically.

13. NON-DISCRIMINATION; EQUAL EMPLOYMENT

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

14. NOTICES

14.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Director of OPR ("Director") or the Director's designated representative.

14.2 All notices shall be in writing and deemed given when (i) delivered personally, (ii) sent by nationally recognized overnight courier, or (iii) emailed with confirmation of receipt, addressed as follows (or as updated by notice):

City:
City of Mobile
Attn: Legal Department
205 Government Street
Mobile, AL 36602

Copy to:
Department of Public Safety
Attn: Director of Public Safety
205 Government Street
Mobile, AL 36602

Contractor:
George Glaser
118 Cameron Circle
Daphne, AL 36526

15. MISCELLANEOUS

15.1 **Governing Law; Venue**. Alabama law governs. Venue lies exclusively in the state courts of Mobile County, Alabama.

15.2 **Entire Agreement; Order of Precedence**. This Agreement, including Exhibits A–D, is the entire agreement and supersedes all prior or contemporaneous understandings, representations, and communications. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto. In the event of conflict, the body of this Agreement controls, then Exhibit A, then Exhibit B, then Exhibit C, then Exhibit D.

15.3 **Amendments; Waivers**. Amendments must be in a written instrument signed by authorized representatives of both Parties. No waiver is effective unless in writing and signed by the waiving Party.

15.4 **Assignment; Non-Assignment**. Contractor shall not transfer or assign this Agreement, or any rights or privileges granted herein, without the City's prior written consent, which may be granted or denied in the City's sole discretion. Any attempted assignment in violation of this Section is void.

15.5 **Cumulative Rights and Remedies**. The rights and remedies of the City provided for under this Agreement are in addition to, and not in limitation of, any other rights and remedies provided by law.

15.6 **Joint and Several Liability**. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

15.7 **No Waiver by Exercise of Rights**. The exercise by either Party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or applicable law.

15.8 **Severability**. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain valid and binding.

15.9 **Authority to Execute; Power to Bind**. Each Party represents and warrants that it is duly authorized to enter into and perform this Agreement and that the persons executing this Agreement have all requisite power and authority to bind the respective Parties.

15.10 **No Waiver by Review or Payment**. Neither the City's review, approval, or acceptance of, nor payment for, the Services shall operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

15.11 **Headings**. Headings are for convenience only and have no legal effect.

15.12 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and does not create any rights in any third party.

15.13 **Counterparts; Electronic Signatures**. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together constitute one and the same instrument.

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16. SIGNATURES

CONTRACTOR

By: _____
George Glaser
Date: 9/22/2025

The State of Alabama}
Mobile County}

I, a Notary Public, in and for said County in said State, hereby certify that **GEORGE GLASER**, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily.

Given under my hand this the 22nd day of September, 2025

_____
Notary Public

(Seal)

KIMBERLY ZIRLOTT
My Commission Expires
March 11, 2026

CITY OF MOBILE, ALABAMA

By: _____
William S. Stimpson Mayor

Date: _____



EXHIBIT A – SCOPE OF SERVICES

1. **General.** Contractor will provide professional accounting services for City special projects at the request of the Contract Administrator, including:
   a. Account reconciliations, schedules, departmental audits and workpapers;
   b. Assistance with audit preparation and response;
   c. Cost allocation and project/grant accounting support;
   d. Internal control and process documentation support;
   e. Financial analysis, metrics, and ad-hoc reporting;
   f. Other related accounting tasks and special requests by the Comptroller/Finance Department, and general support to OPR matters authorized in writing by the Contract Administrator.

2. **Deliverables.** Written memoranda, spreadsheets, schedules, and other workpapers as requested.

3. **Coordination.** Contractor shall attend meetings (in-person or virtual) as requested and provide periodic progress updates.

4. **Timekeeping.** Detailed time entries identifying date, task, and hours, mapped to project identifiers provided by the City.

EXHIBIT B – COMPENSATION; NTE

1. **Hourly Rate: $50.00/hour**.

2. **NTE Amount (Initial Term):** $80,000.00 (excludes any approved reimbursable expenses).

3. **Expenses:** Only if pre-approved in writing per Section 4.2; reimbursed at actual cost with receipts (and City travel policy if applicable).

4. **Invoice Timing:** Monthly, to the Contract Administrator.

EXHIBIT C – INSURANCE REQUIREMENTS

Contractor shall maintain insurance with insurers authorized to do business in Alabama and rated A- or better by A.M. Best (or acceptable equivalent), with the following minimum limits:

1. **Commercial General Liability (CGL):** $500,000 per occurrence - City named as **Additional Insured**; primary and non-contributory; waiver of subrogation.

2. **Professional Liability (E&O – Accounting):** $500,000 per claim / aggregate; claims-made acceptable with retroactive date prior to start and 2-year tail after completion.

3. **Automobile Liability:** $300,000 combined single limit (if operating a vehicle on City business).

4. **Workers' Compensation/Employer's Liability:** As required by law (if Contractor has employees).

5. **Certificates/Endorsements:** Provide before starting Services and upon renewal; thirty (30) days' notice of cancellation/non-renewal.

EXHIBIT D – ALABAMA IMMIGRATION / E-VERIFY COMPLIANCE

1. Contractor shall comply with applicable Alabama immigration laws and, upon City request, provide a completed Affidavit of Immigration Compliance (and, if Contractor employs persons in Alabama, confirm participation in E-Verify) or an affidavit of lawful presence/no employees, as applicable.

2. Contractor shall include similar obligations in any City-approved subcontract.



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Karen Poth

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffet housed within the National Maritime Museum of the Gulf.

Amount of Contract:
NTE $500,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 2025 Maritime Buffett Agenda Package

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: September 30, 2025 (Date) Item No. _____

Submitted by: National Maritime Museum of the Gulf (Department) Karen Poth (Department Head)

Sponsored by: Mayor Stimpson (Name) _____ (Title)

Reviewed by: Joe Snowden (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with National Maritime Museum of the Gulf of Mexico

PURPOSE & SCOPE OF PROJECT:
To create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffet housed within the National Maritime Museum of the Gulf.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $500,000.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services, performance contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:
.

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and National Maritime Museum of the Gulf of Mexico, in the amount not to exceed $500,000.00, as appropriated funds are available, to create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffet housed within the National Maritime Museum of the Gulf, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and the **National Maritime Museum of the Gulf of Mexico**, a domestic non-profit corporation of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the Contractor's purpose is to create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffett housed within the National Maritime Museum of the Gulf.

WHEREAS, the City desires to allocate funding to Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)**, payable for the period from the execution of this Agreement to **September 30, 2025**. Said funds will be disbursed in a single payment in the amount of **FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($500,000.00)**, which shall result from a written request to be delivered to the City's Accounting Department. **Additionally, Contractor agrees to submit activity reports and financial statements; payment is dependent upon receipt of these.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to benefit City of Mobile and its community for the following purposes:

The contractor shall hire and manage the appropriate subcontractors to design, build and install an immersive, 6,000 square foot exhibition within the National Maritime Museum of the Gulf. The exhibition will be permanent and shall become the property of the National Maritime Museum of the Gulf of Mexico.

The Contractor shall provide to City's Accounting Department an activity report and financial statements upon the completion of its services performed under this Agreement.

Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund**. If, at any time during the City's fiscal year, City's actual

revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void, and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

(1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

City of Mobile is included as an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone, a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City of Mobile Finance Department**
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor: Board of Directors - National Maritime Museum of the Gulf
155 South Water Street
Mobile AL 36602
ATTN: Chair Michael Lee

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations, and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

By signing this contract, the Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

Contractor shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin, or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
William S. Stimpson, Mayor

ATTEST:

BY_____
Its City Clerk

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

BOARD OF DIRECTORS - NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO

BY Michael B Lee

PRINT NAME: Michael B Lee

ITS: Chair, Board of Trustees/Directors

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **Michael Lee** whose name as **Chair of the Board of Directors** of the **National Maritime Museum of the Gulf of Mexico,** a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 16th day of September, 2025.

(SEAL)

Erica L. Berger
Notary Public
State of Alabama At-Large
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
ERICA L. BERGER
My Commission Expires
September 15, 2026

Business Entity Records

National Maritime Museum of the Gulf of Mexico	
Entity ID Number	000-074-614
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/1993
Registered Agent Name	ZODROW, TONY
Registered Office Street Address	155 S WATER ST MOBILE, AL 36602
Registered Office Mailing Address	P.O. BOX 3005 MOBILE, AL 36652-3005
Nature of Business	PROMOTE MARITIME HISTORY
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	PEEBLES, E B III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Transactions	
Transaction Date	01/29/1996
Legal Name Changed From	Maritime Museum of Mobile
Transaction Date	08/31/2004
Legal Name Changed From	Maritime Museum of Gulf of Mexico
Transaction Date	10/20/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/20/2014
Registered Agent Changed From	ST CLAIR, ALBERT R %MOBILE DOWNTOWN REDEV COMMISSION SUITE 10001 ONE ST LOUIS CENTRE MOBILE, AL 36602
Transaction Date	01/12/2015
Registered Agent Changed From	ZODROW, TONY 250 N WATER ST SUITE 131 MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/04/1993 Certificate of Formation 9 pgs.
Document Date / Type / Pages	01/29/1996 Legal Name Change 5 pgs.
Document Date / Type / Pages	08/31/2004 Legal Name Change 4 pgs.
Document Date / Type / Pages	10/20/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/12/2015 Registered Agent Change 2 pgs.

Browse Results New Search

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Attached to this cover letter is a Construction Contract between the City of Mobile and PL Russell, LLC (Contractor) for the Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades, COM Project No. PR-029-22, for the amount of $2,757,500.00. The scope of work for this project includes landscape and hardscape improvements and enhances park functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use. This project is funded primarily through a Gulf of Mexico Energy Security Act (GOMESA) allocation from the Alabama Department of Conservation and Natural Resources.

Amount of Contract:
$2,757,500.00

Funding Source
G-GOMESA

ATTACHMENTS:
1. 1-COVER LETTER_GL Upgrades_PR-029-22 JG
2. 0-RESOLUTION_GL Upgrades_PR-029-22
3. 2-CONTRACT_Great Lawn Upgrades_IFC
4. Legal Reviewed - Emails

REVIEWERS:
Lana Gauthier
Lana Gauthier

September 22, 2025

Dear Councilmembers:

Attached to this cover letter is a **Construction Contract** between the City of Mobile and PL Russell, LLC (Contractor) for the **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, COM Project No. PR-029-22, for the amount of **$2,757,500.00**. The scope of work for this project includes landscape and hardscape improvements to the Great Lawn of Cooper Riverside Park. This project aims to enhance the park's functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use. This project is funded primarily through a Gulf of Mexico Energy Security Act (GOMESA) allocation from the Alabama Department of Conservation and Natural Resources.

We appreciate your continued support and communication on this important project. Please call either **Jennifer Greene** with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or **Jake Clements** at 251-208-1138 or email at jake.clements@cityofmobile.com.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY:	PL Russell, LLC.
PROJECT NAME:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	$2,757,500.00

Adopted:

_____
City Clerk

_____
Date

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025



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Location ..... ATTACHMENT A

Contractor's Insurance Certification ..... ATTACHMENT B

Subcontracting Plan, E-Verify Affidavit, DBE Utilization Report ..... ATTACHMENT C

Certifications, Affidavits, & Project Closeout ..... ATTACHMENT D

Sign Details ..... ATTACHMENT E

Geotechnical Reports and/or Mix Designs ..... ATTACHMENT F

Tax Exemption ..... ATTACHMENT G

GOMESA Component Award Tasks, Terms and Conditions ..... ATTACHMENT H

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPE/21/CM ..... ATTACHMENT I

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPEII/24/CM ..... ATTACHMENT J

ITEM I
INVITATION TO BID

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	PR-029-22
Project:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description:	Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, Mobile, AL 36602, Ph 225-610-1933) with 24-hour notice (send notice to: qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of $175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company registered to do business in Alabama acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective

Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids
Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25
Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza
Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm
Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE JULY 16, 2025, JULY 23, 2025, & JULY 30, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"**Bid for completion of **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama**"**.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.

e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.

f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials

or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Project Manager will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Project Manager may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Project Manager definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Project Manager at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Project Manager. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Project Manager may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and

required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

Project Name: MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, COM PROJECT NO. PR-029-22

Bid Opening Date: 8/27/25

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial *Required Item*

RT (1) Attendance at Pre-Bid Meeting

RA (2) Correct project name and information on sealed envelope (see pg. 5)

RA (3) Proof of required State of Alabama Contractor's License (see pg. 5)

RA (4) Entire bound bid contract as received from consultant engineer (see pg. 3)

RA (5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)

RA (6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)

RA (7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)

RA (8) E-Verify Affidavit (Form – pg. 68)

RA (9) Accounting of Sales Tax form (pg. 78)

RA (10) Federal-Aid Funded Projects (form – pg. 175)

RA (11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)

RA (12) FFATA Disclosure Statement (form – pg. 244)

RA (13) Proposal Form (pgs. 13-21)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: Ben Russell Job Title: President

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/27/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the City Project Manager, as well as the premises

Project No: PR-029-22
Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description: Landscape and Hardscape.
Major work items include: Concrete

The Bidder further agrees to construct the improvements in **180 working days (Base Bid)** as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

Project No. PR-029-22

MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK

GREAT LAWN UPGRADES

ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	ONE HUNDRED For EIGHTY THOUSAND Dollars And ZERO Cents	180,000.00	180,000.00
GENERAL CONDITIONS SUBTOTAL					For ONE HUNDRED EIGHTY THOUSAND Dollars And ZERO Cents		180,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
REMOVALS / DEMOLITIONS	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	ONE THOUSAND For FIVE HUNDRED Dollars And ZERO Cents	1,500.00	1500.00
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.	For NINE THOUSAND Dollars And ZERO Cents	9000.00	9000.00
	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17,000.00	17000.00
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For THIRTY THOUSAND Dollars And ZERO Cents	30,000.00	30000.00
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	For FIVE THOUSAND Dollars And ZERO Cents	5,000.00	5000.00
REMOVALS / DEMOLITIONS SUBTOTAL					SIXTY-TWO THOUSAND For FIVE HUNDRED Dollars And ZERO Cents		62,500.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND EROSION CONTROL MEASURES	3.1	1	LUMP SUM	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	FORTY-FIVE For THOUSAND Dollars And ZERO Cents	45000.00	45000.00

	3.3	1	LUMP SUM	Furnish, install and maintain tree protection. See Plans and Details.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
TEMPORARY FENCING AND EROSION CONTROL MEASURES SUBTOTAL					For FIFTY-SEVEN THOUSAND Dollars And ZERO Cents		57,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE PREPARATION	4.1	1	LUMP SUM	Earthwork, grading and excavation, fine grading.	For ONE HUNDRED TEN THOUSAND Dollars And ZERO Cents	110000.00	110000.00
	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For SEVEN THOUSAND Dollars And ZERO Cents	7000.00	7000.00
SITE PREPARATION SUBTOTAL					For ONE HUNDRED SEVENTEEN THOUSAND Dollars And ZERO Cents		117,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE PAVEMENT	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	For SEVEN HUNDRED SEVEN THOUSAND Dollars And ZERO Cents	707000.00	707000.00
	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	For TWENTY-SEVEN THOUSAND Dollars And ZERO Cents	27000.00	27000.00
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	For TWENTY-ONE THOUSAND Dollars And ZERO Cents	21000.00	21000.00
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For EIGHTEEN THOUSAND Dollars And ZERO Cents	18000.00	18000.00
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For THIRTY-SEVEN THOUSAND Dollars And ZERO Cents	37000.00	37000.00
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	For SIXTEEN THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					For EIGHT HUNDRED TWENTY-SIX THOUSAND Dollars And ZERO Cents		826,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE STEPS AND WALLS	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	EIGHTY-SEVEN For THOUSAND Dollars And ZERO Cents	87000.00	87000.00
	6.2	1	LUMP SUM	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67000.00
	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	TWENTY-FOUR For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	6.4	1	LUMP SUM	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	THIRTY-FOUR For THOUSAND Dollars And Cents	34000.00	34000.00
	6.5	1	LUMP SUM	Concrete planter wall and integral steps at south project area by amphitheater.	FIFTY For THOUSAND Dollars And ZERO Cents	50000.00	50000.00
CONCRETE STEPS AND WALLS SUBTOTAL					TWO HUNDRED SIXTY-TWO For THOUSAND Dollars And ZERO Cents		262,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	FORTY-SEVEN For THOUSAND Dollars And ZERO Cents	47000.00	47000.00
	7.2	1	LUMP SUM	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For FIFTEEN THOUSAND Dollars And ZERO Cents	15000.00	15000.00
MASONRY SUBTOTAL					For SIXTY-TWO THOUSAND Dollars And ZERO Cents		62,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE FURNISHINGS	8.1	1	LUMP SUM	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For TEN THOUSAND Dollars And ZERO Cents	10000.00	10000.00
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17000.00	17000.00
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For THREE THOUSAND Dollars And ZERO Cents	3000.00	3000.00
	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	8.5	1	LUMP SUM	Installation of new flag poles.	For ONE HUNDRED FORTY-TWO THOUSAND Dollars And ZERO Cents	142000.00	142000.00
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
SITE FURNISHINGS SUBTOTAL					For TWO HUNDRED TWENTY THOUSAND Dollars And ZERO Cents		220,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP SUM	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	TWO HUNDRED EIGHTY-FOUR For THOUSAND Dollars And ZERO Cents	284,000.00	284000.00
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	ONE HUNDRED ELEVEN For THOUSAND Dollars And ZERO Cents	111,000.00	111,000.00
GUARDRAIL SYSTEMS SUBTOTAL					THREE HUNDRED NINETY-FIVE For THOUSAND Dollars And ZERO Cents		395,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
LANDSCAPING	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	FIFTY-THREE For THOUSAND Dollars And ZERO Cents	53,000.00	53000.00
	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67,000.00
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	THIRTY-FIVE For THOUSAND Dollars And ZERO Cents	35000.00	35000.00
LANDSCAPING SUBTOTAL					ONE HUNDRED FIFTY-FIVE For THOUSAND Dollars And ZERO Cents		155 000.00

BID ITEM	BID ITEM NO.	BID QTY	IBD UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP SUM	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For EIGHT THOUSAND Dollars And ZERO Cents	8000.00	8000.00

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	For TWENTY-THREE THOUSAND Dollars And ZERO Cents	23000.00	23000.00
SITE DRAINAGE SUBTOTAL					For THIRTY-ONE THOUSAND Dollars And ZERO Cents		31,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	THIRTY-FIVE For THOUSAND Dollars And ZERO Cents	350000.00	350 000.00
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For FORTY-TWO Dollars And ZERO Cents	42000.00	42000.00
ELECTRICAL SUBTOTAL					THREE HUNDRED NINTY-TWO For THOUSAND Dollars And ZERO Cents		392,000.00
BASE BID					TWO MILLION SEVEN HUNDRED FIFTY-NINE For THOUSAND FIVE HUNDRED Dollars And ZERO Cents		2,759,500.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY PL RUSSELL

SIGNATURE

DATE 8/27/25

UNIT PRICES

The following unit prices will be used to establish costs for changes to the contract. Provide the following unit prices based on the plans, details and specifications.

1.	Surplus and or unsuitable soil material hauled off site.	50	cubic yard	$45.00
2.	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1	each	$1500.00
3.	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	$35.00
4.	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	$45.00

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1, 2, and 3

BASE BID: $2,759,500.00

CONTINGENCY ALLOWANCE: + $50,000.00

TOTAL BASE BID: $2,809,500.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: $ 2,809,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

Base Bid

Total (All items listed in Proposal) 2,809,500.00

Written in words TWO MILLION EIGHT HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS.

Number of calendar days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 251 SAINT ANTHONY ST MOBILE, AL 36603

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

5754
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 57754

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PL RUSSELL LLC

MOBILE, AL 36603

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: DRAINAGE AND CULVERT, SC: CONCRETE

until **May 31, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

8th day of **May, 2025**

216871

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony St., Mobile, AL 36603
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for ***Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades***, **City of Mobile Project No. *PR-029-22.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 27, 2025 (Date)
PL Russell, LLC
By: _____ (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____
Billie Jo Sanders, Attorney-in-Fact

Alabama Resident Agent By _____
Billie Jo Sanders

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of August, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC
251 Saint Anthony Street, Mobile, Alabama 36603 as Principal and Western Surety Company
151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred & 00 Dollars ($ 2,757,500.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Mobile Riverfront Redevelopment
Cooper Riverside Park, Great Lawn Upgrades, PR-029-22 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: Gwen Logan
(Signature)

Gwen Logan (Print)

ITS: Secretary

BEN RUSSELL
(Print)

ITS: PRESIDENT
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: Kathryn Hilton
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

Kathryn Hilton (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred and 00 dollars ($ 2,757,500.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Mobile Riverfront Development, Cooper Riverside Park, Great Lawn Upgrades, City of Mobile which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

BEN RUSSELL
(Print)

ITS: PRESIDENT
(Title)

ATTEST: _____
(Signature)

Gwen Logan (Print)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

ATTEST: _____
(Signature)

Kathryn Hilton (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030 Montgomery, AL 36104	PO Drawer 230789 Montgomery, AL 36123	**Office** (334) 244-0004	**Fax** (334) 244-0350	**Web** Turnerfirst.com

September 9, 2025

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,

Renee Ellis

Renee Ellis

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance:

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page:

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Project Manager, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Project Manager. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The Programs and Project Management and/or Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

    a. Uncompleted work which, in the judgment of the Programs and Project Management Department, might hinder or prevent the prompt completion of additional work if awarded.

    b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

    c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

    d. The Owner, reserves the right to reject any Bidder who has previously failed to

perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Programs and Project Management Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the Programs and Project Management Department. This maintenance for a one year period shall be provided with no additional compensation.**
12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Project Manager.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile, to the City's Testing Lab for

approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles and/or Reclaimed/Recycled Asphalt Shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Project Manager or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Project Manager without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The Contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project

completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Project Manager. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no

direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Project Manager shall retain one set. Prints and/or tapes shall be delivered to the City Project Manager within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control Best Management Practices (BMP) on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the

Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

49. Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
50. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
51. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
52. Workmen shall wear reflectorized vests, shirts or jackets.
53. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
54. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
55. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
56. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
57. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
58. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
59. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
60. All traffic control configurations shall be restored to their original patterns, unless

otherwise directed by the Traffic Engineering Director.

61. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
62. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
63. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
64. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
65. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and PL Russell, LLC. , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project No: PR-029-22
Project Description: Landscaping and Hardscaping
Major work items include: Concrete

City of Mobile Project Number **PR-029-22**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $2,757,500.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these

Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or appointed assistants.

CITY PROJECT MANAGER:

(7) Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol.**

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

(9) The City Project Manager and/or CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The City Project Manager and/or CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(10) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the City Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

(11) Both parties to this contract hereby agree that the City Project Manager and/or CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the City Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(12) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

(13) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(14) The City Project Manager and/or CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the City Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(15) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the City Project Manager and/or CITY ENGINEER at any time prior to the completion of the work and its acceptance by the City Project Manager and/or CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(16) If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(17) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the City Project Manager and/or CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(18) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(19) All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(20) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(21) If, in the opinion of the City Project Manager and/or CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the City Project Manager and/or CITY ENGINEER may

direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the City Project Manager and/or CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(22) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the City Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the City Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(24) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned,

and shall render to the City Project Manager and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(26) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(27) The source of funds for payment by City under this contract is GOMESA. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(28) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(29) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

NON-DISCRIMINATION REQUIREMENTS:

(30) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

    b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

    e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-l.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(31) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(32) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(33) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors

(vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(37) For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(38) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(39) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be

made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(40) As Outlined

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

    1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

        a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

        b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

        c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(41) During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(42) Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CONTRACTOR:

_____

WITNESSES:

AN INDIVIDUAL

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

PL Russell (Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

ATTEST:

Gwen Logan

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

Corporate Seal

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____ _____(Print)

CITY CLERK

_____(Print) _____

DATE

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Russell, whose name is signed to the foregoing instrument in the capacity of President of PL Russell and who is known to me acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and notarial seal on this the 15 day of Sept, 2025.

NOTARY PUBLIC

My Commission Expires: 4/28/29

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(B) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (A);* PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

    The ENGINEER reserves the right, with approval from the Project Manager, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

ATTACHMENT “A”

LOCATION



Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Allison G Brownlee	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3602	FAX (A/C, No):
	E-MAIL ADDRESS: abrownlee@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Benchmark Insurance Co.	41394
INSURED	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
PL Russell LLC P.O. Box 1623 Mobile, AL 36606	INSURER C : Lloyd's of London	32727
	INSURER D : RSUI Indemnity Company	22314
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2025-AL	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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The ACORD name and logo are registered marks of ACORD

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: PL Russell	Certified DBE: YES (NO)	Contract Start Date: 1/1/2026
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archenique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	PR 024-22
Project Description	Mobile Riverfront Redevelopment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority 8 SDVO _____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ben Russell

Signature: _____ Date: 8/22/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Ben Russell Title: President

Email: ben@plrussell.com Phone: 251-385-6091

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company PL Russell Your Bid/Proposal Amount $ 2757,500.00 Date: 8/27/25

8 / 27 / 25 Description Mobile Riverfront Redevelopment

Name of Bidder/Proposer: PL Russell

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Hog Concrete		Concrete Supplier	$207530.00	8%	yes	
Hughes Companies		Trucking/Aggregates	$81,000.00	3%	yes	
White Cap		Material Supplier	$172,200.00	6%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: Ben Russell Phone 251-599-1146 Email benrplrussell.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared BEN RUSSELL (affiant) who, being duly sworn says as follows:

President/CEO of PL RUSSELL.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for PL RUSSELL that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said COMPANY is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2306613.

CEO of PL RUSSELL

Sworn to and subscribed before me this the 27 day of AUGUST, 2027

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

Company ID Number: 381201 **Client Company ID Number:** 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PL Russell, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 381201 **Client Company ID Number:** 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 381201 **Client Company ID Number:** 2306613

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Beniamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

Company ID Number: 381201

Client Company ID Number: 2306613

This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT “D”

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

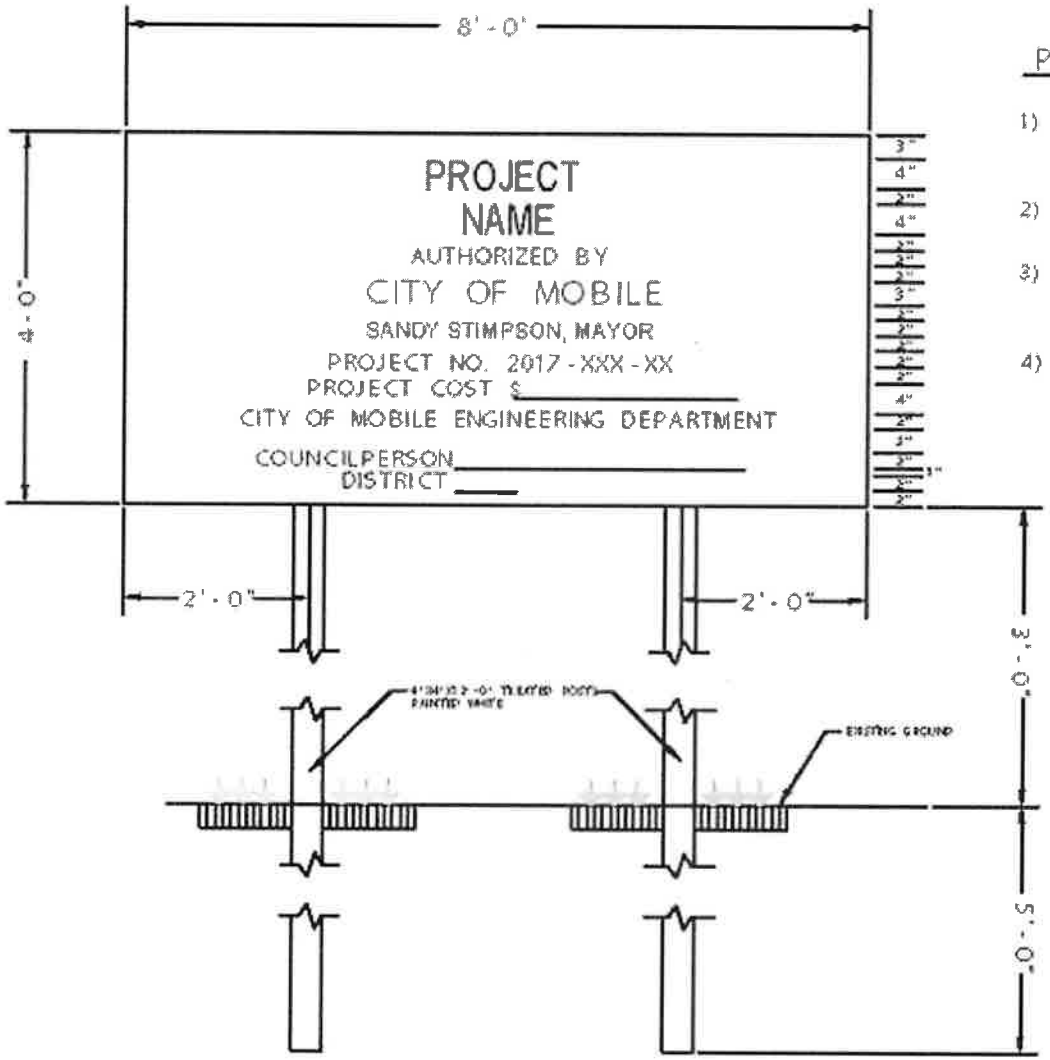
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “G”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/27/25

Name of Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 44,500.00
ADDITIVE ALTERNATE #1:	$ —

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder PL Russell LLC
Mailing Address 251 Saint Anthony St Mobile, AL 36603

***By (Legal Signature)** [signature]

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-385-6091

PL Russell LLC CORPORATE SEAL 2022 Alabama

ATTACHMENT "H"

GOMESA COMPONENTS, AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits I and J for tasks, terms and conditions.

1. PROJECT PERFORMANCE PERIOD: The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.

2. REPORTS: The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

3. PRE-CONSTRUCTION REQUIREMENTS:

   Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

   a. Engineering and design plans. The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

      The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

   b. Permitting requirements. The Recipient must furnish evidence, satisfactory to the

Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

c. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

d. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

4. ASSIGNMENT / AMENDMENT: The Recipient shall not assign or otherwise transfer any interest in the GRANT AGREEMENTS without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of the GRANT AGREEMENTS. Such amendments, which are mutually agreed upon between ADCNR and Recipient, must be in writing and approved by all signatory/authorities prior to becoming effective.

5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

ATTACHMENT “I”

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

   PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

   BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

   In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalltion, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

1

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

William S. "Sandy" Stimpson, Mayor
City of Mobile

APPROVED LEGAL

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

ADCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (**Northern Riverfront Plaza**).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

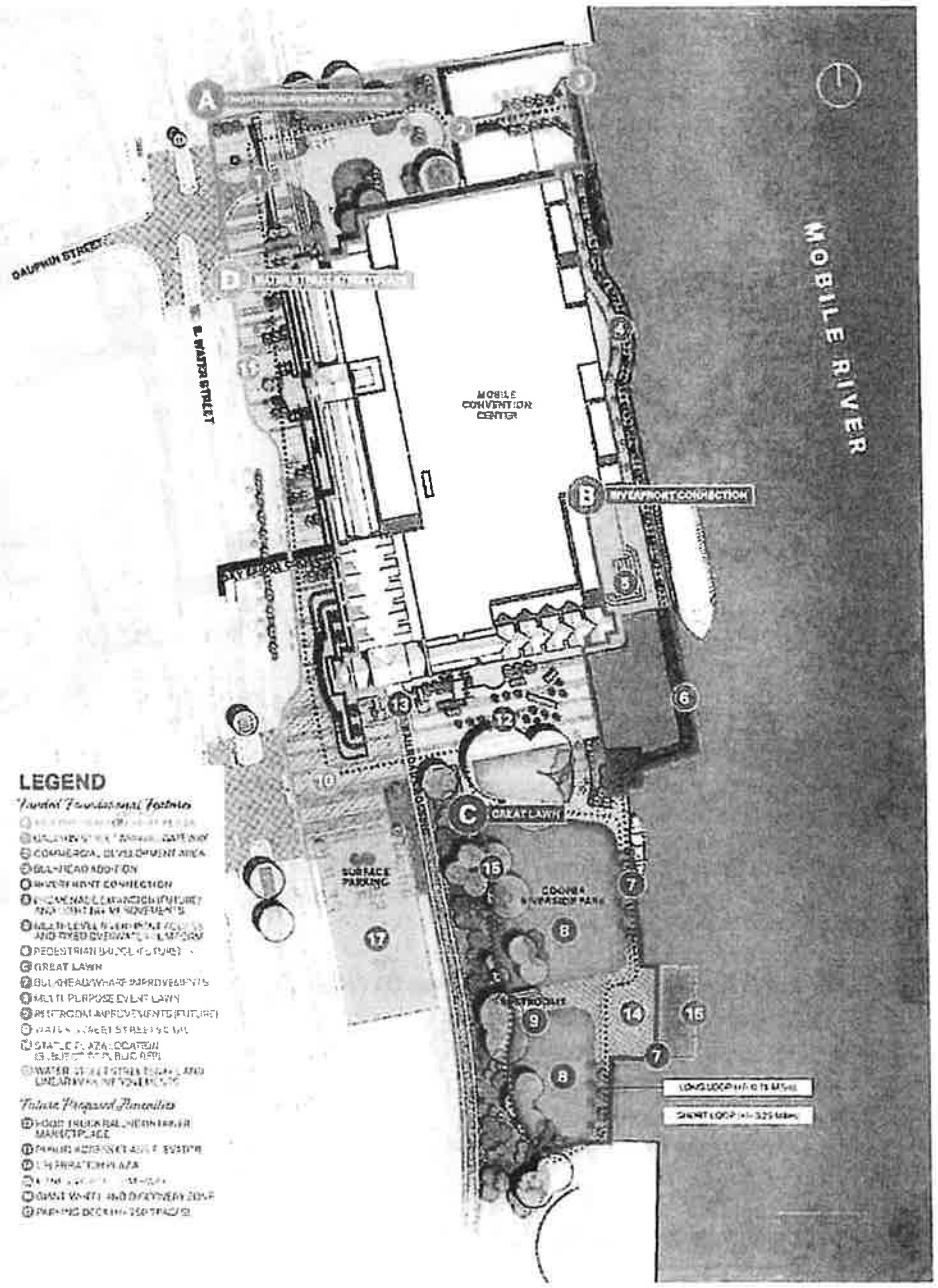


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center]. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. Stimpson
2024.11.01 13:22:37
-05'00'

William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;** and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development **(Northern Riverfront Plaza).**

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River **(Riverfront Connection)**.
C. Create a functional riverfront park space on which to grow future amenities for revitalization **(Great Lawn)**.

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river front multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

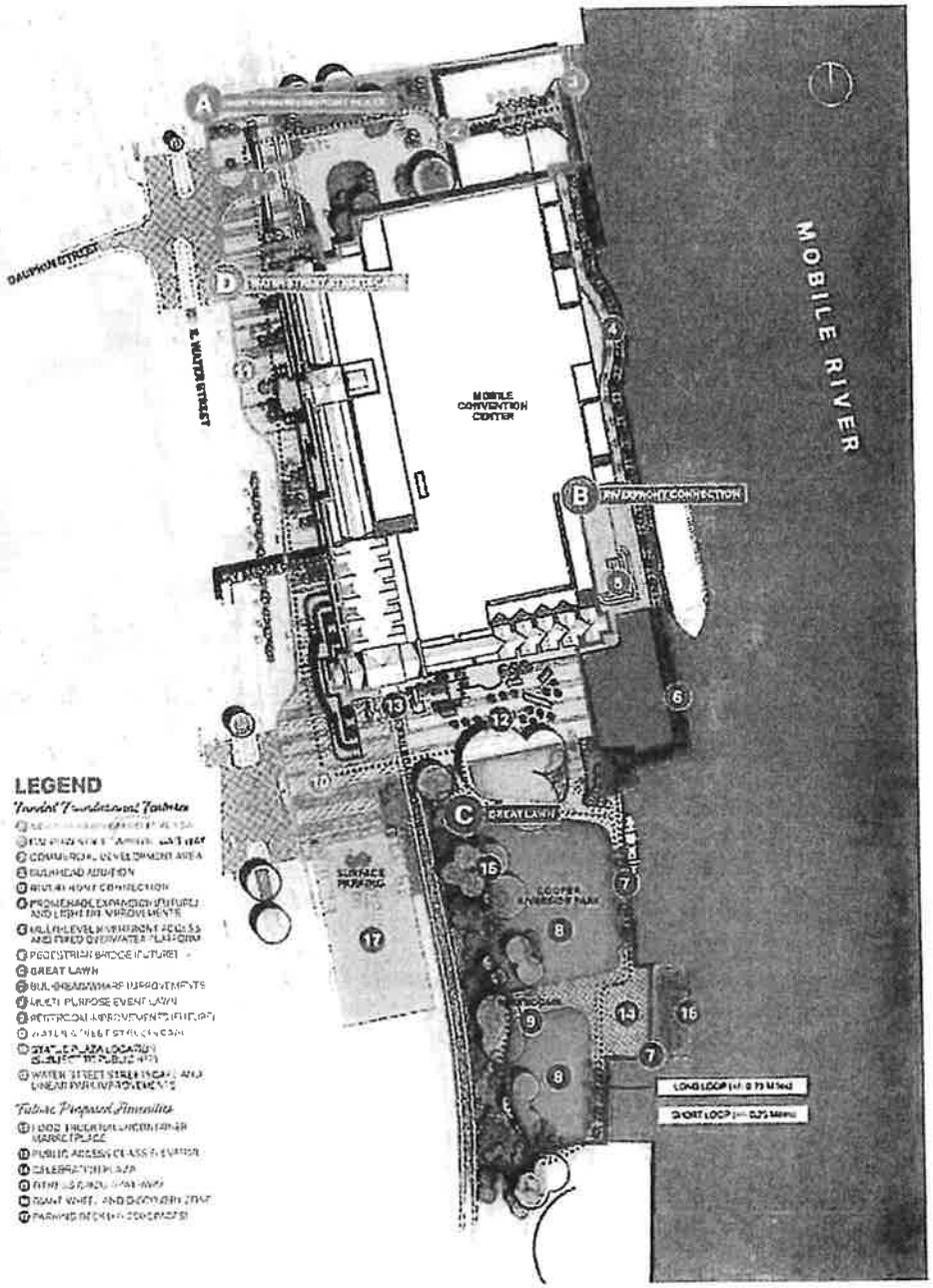


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

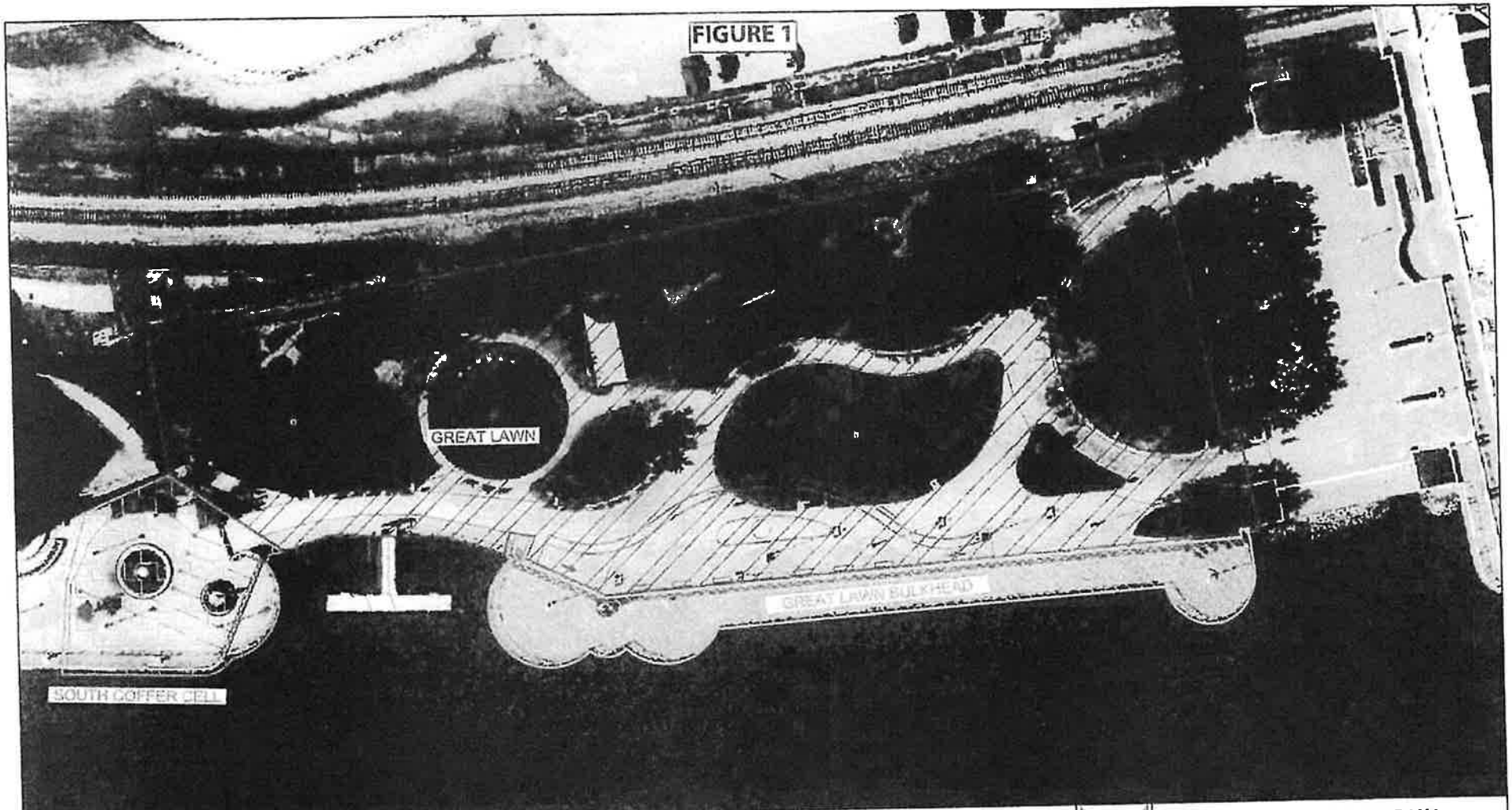
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS:

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 5,864,796.14

SOUTH COFFER CELL : $ 1,827,362.53

GREAT LAWN : $ 2,272,105.00

0 25 50 100 Feet

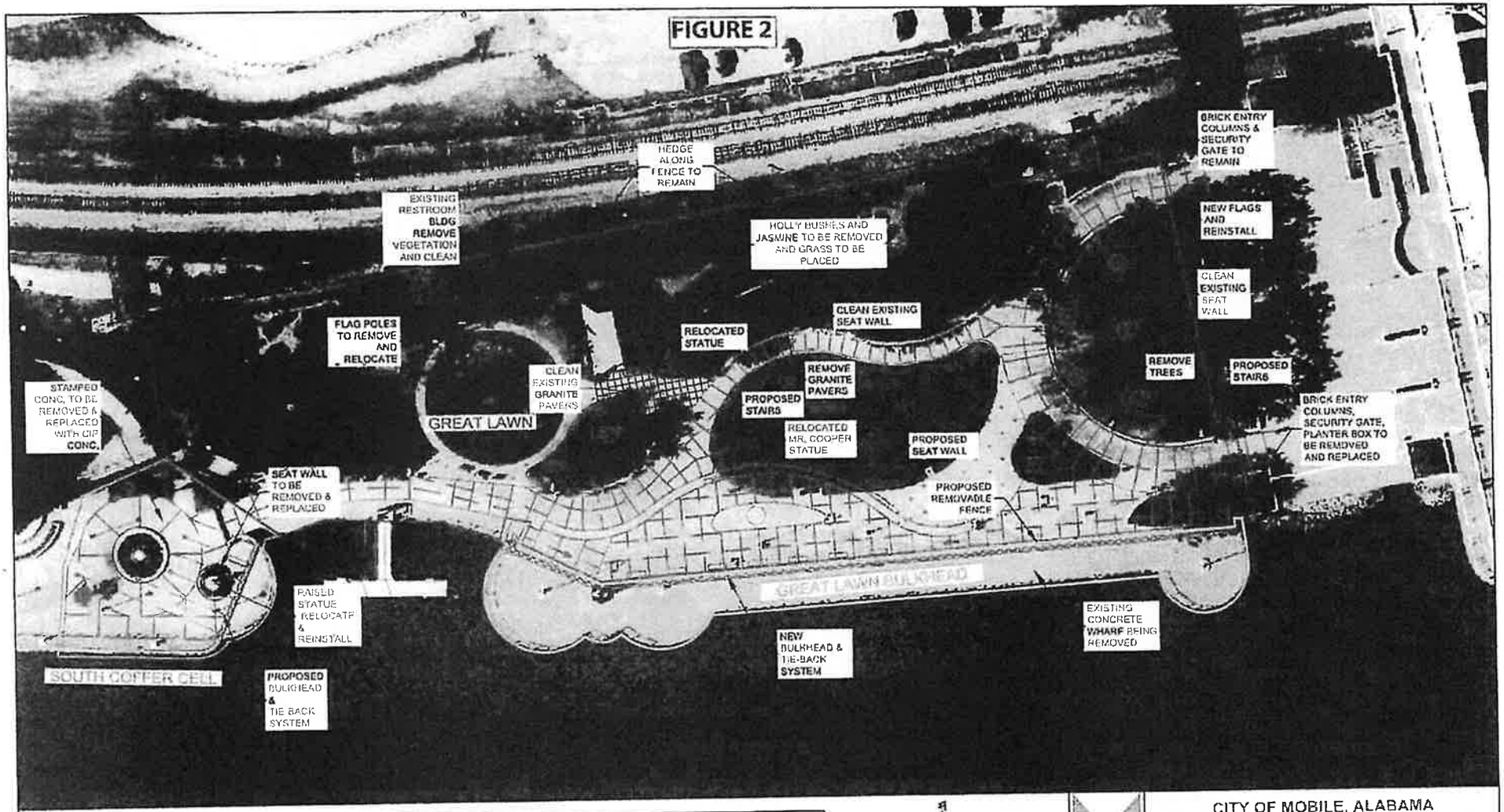
1:570

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS:

Page 6 of 6

PHASE COST ESTIMATES

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MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

31-272 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: MAR 2 9 2022

City Clerk

ATTACHMENT “J”

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPEII/24/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective December 2, 2024, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($4,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

2. Paragraph 25 of the Original Agreement shall be deleted and replaced with the following:

   25. NON-APPROPRIATION AND PRORATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

   In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of

this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

3. Exhibit A of the Original Agreement shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as "Exhibit No. 2".

4. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 6-17-25

APPROVED BY LEGAL

City of Mobile

William S. Stimpson, Mayor

Reviewed By Accounting

DCNR Accounting Director

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

   a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
   b. Mitigation of damage to fish, wildlife, or natural resources;
   c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
   d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
   e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 12-2-24

GRANTEE:

William S. Stimpson
2024.11.20 08:44:05 -06'00'

Signature

Printed Name

Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	**$745,000**
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$3,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

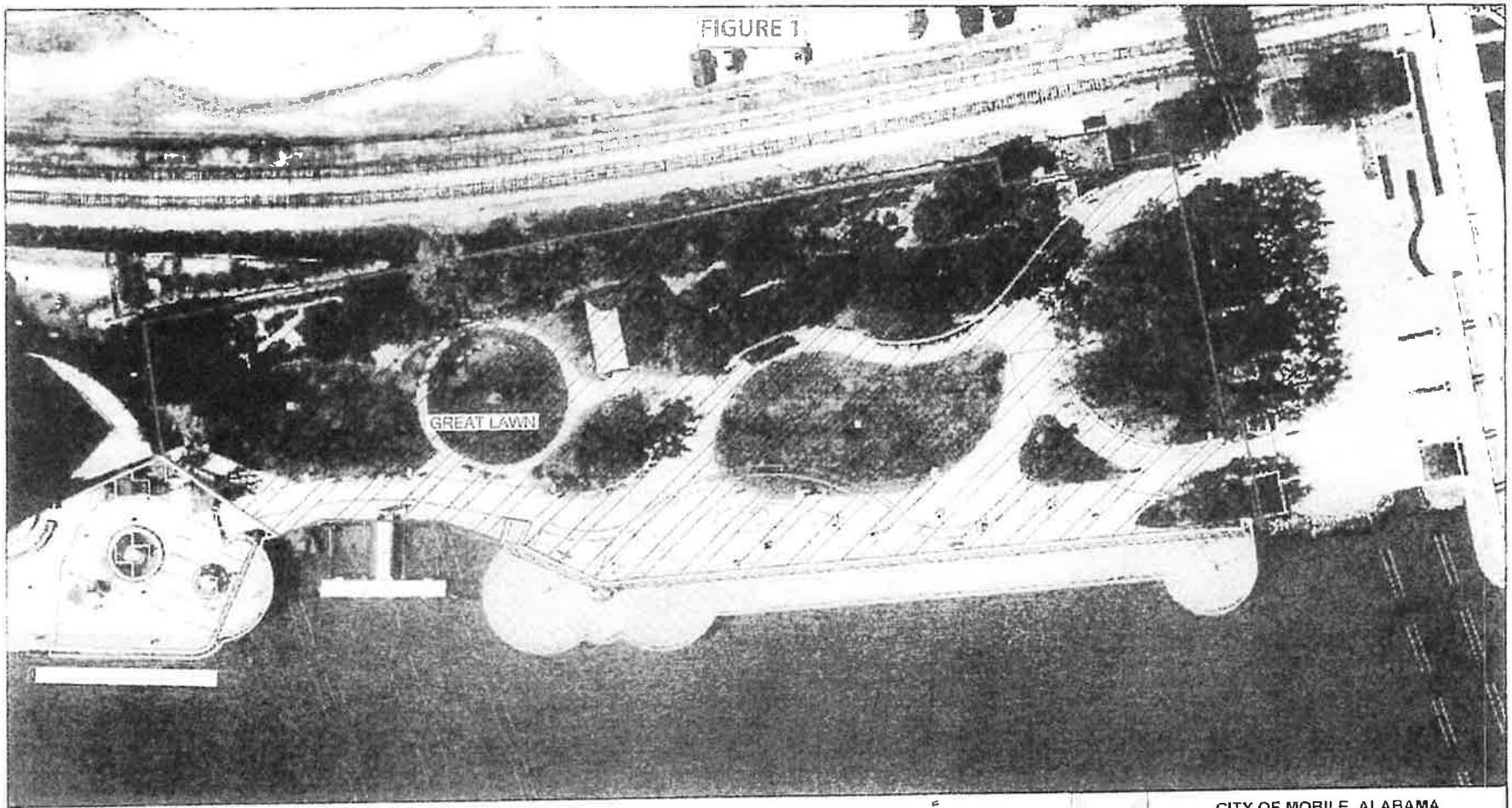
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 15 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,864,796 14

SOUTH COFFER CELL $ 1,827,362 53

GREAT LAWN $ 2,272 105.00

0 50 100 Feet

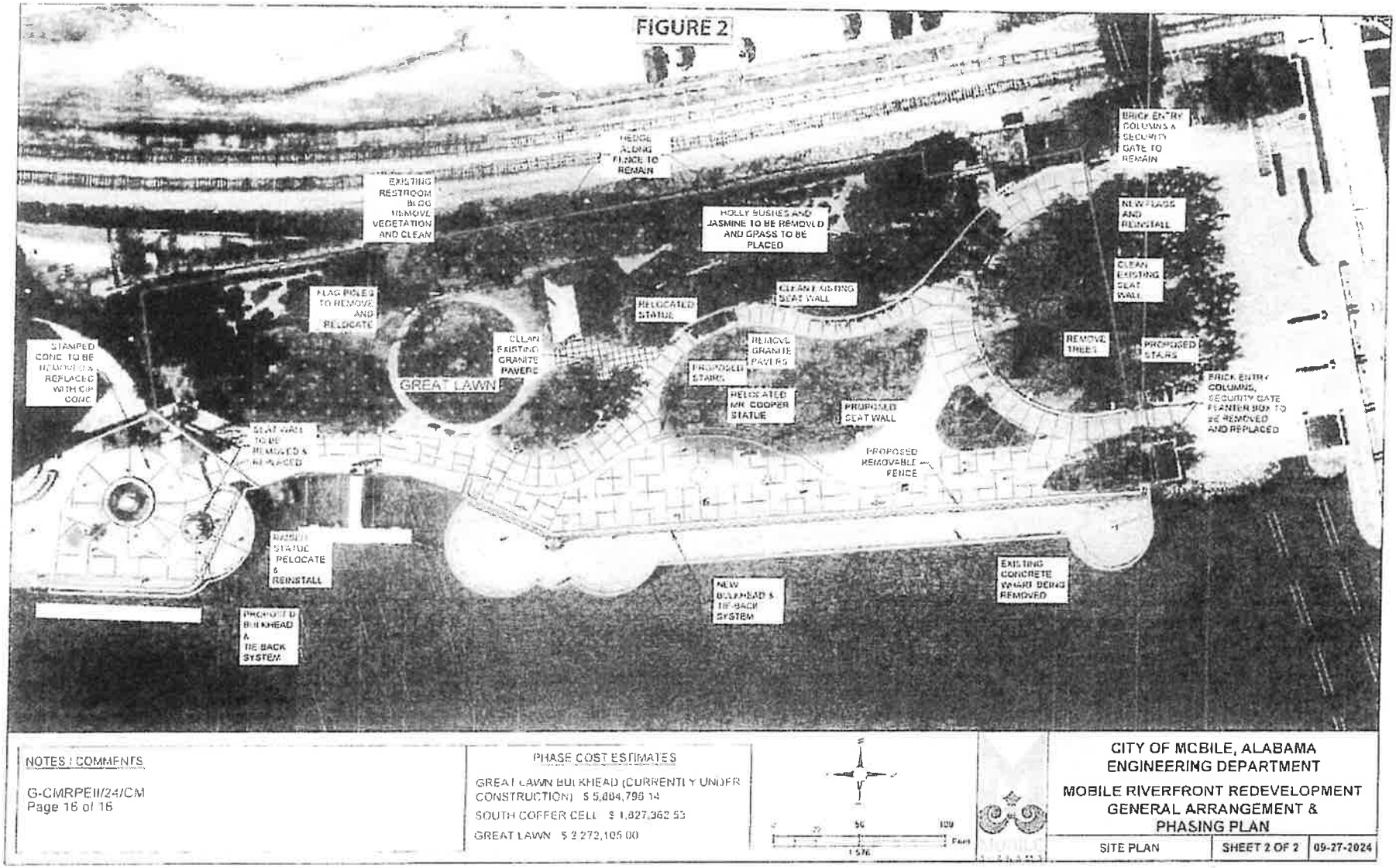
1 576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 16 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,884,798 14

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CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

01-1011 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lara Pafenbach

City Clerk

Amended and Restated
EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
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d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

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Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

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The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

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	Total GOMESA Funding Not to Exceed	**$4,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

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****

Submitted and Approved By:

William S. Stimpson, Mayor
City of Mobile

Clements, Jake

From: Maynard, Suntrease
Sent: Thursday, September 18, 2025 11:43 AM
To: Clements, Jake
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, Jake! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: https://wkf.ms/3U6xm1a

Please enter the following short code when prompted: A25-0528

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:
Attorney Assigned: Victoria Shoots
Request Type:Contract
If other:
Request Details: Construction Contract
Priority: Moderate
Date Entered:July 9th 2025 10:36
Proposed Due Date: July 15th 2025

Clements, Jake

From: Shoots, Victoria
Sent: Tuesday, July 22, 2025 3:21 PM
To: Clements, Jake
Subject: RE: Your Legal Request is in Progress
Attachments: STANDARD CONSTRUCTION CONTRACT_VS Comments(7.22.25).docx

Jake,

Please see attached with my comments and questions!

Thanks!

Victoria Shoots
Assistant City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, AL 36633-1827
251-208-7580

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Tuesday, July 22, 2025 2:23 PM
To: Shoots, Victoria <victoria.shoots@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Hi Victoria,
If you need more time and have any revisions and comments with the contract, you can go ahead and send them to me and I can start working on it
Thank you,

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

MOBILE ALABAMA

From: Clements, Jake
Sent: Friday, July 18, 2025 3:49 PM
To: Primm, Patricia <trish.primm@cityofmobile.org>; Shoots, Victoria <victoria.shoots@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Good afternoon Trish and Victoria,

Sorry to pester!
Just following up on this construction contract, and please let me know if you need a word document if that makes it easier to review.

Thank you,

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Friday, July 11, 2025 8:56 AM
To: Primm, Patricia <trish.primm@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Great! Thank you so much!

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Friday, July 11, 2025 8:55 AM
To: Clements, Jake <jake.clements@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Sorry Jake. The response is automatically created, so I am not sure why it did not include Victoria Shoot's name.

I have forwarded your email with the correct contract on to Victoria.

Thank you.

Trish Primm
Paralegal II, Civil Division
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827

251-208-7885 - direct line
251-208-7322 - fax
trish.primm@cityofmobile.org

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7416. In addition, please delete the erroneously received message from any device/media where the message is stored.

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Friday, July 11, 2025 8:51 AM
To: Primm, Patricia <trish.primm@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Good morning Trish,

Hopefully you can help with this!
Attached, I have updated the contract referenced in the legal request below.
Sence the request hasn't been assigned to anyone yet, could the person assigned review this attached contract instead?

Thank you,

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

MOBILE ALABAMA

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Wednesday, July 9, 2025 12:20 PM
To: Clements, Jake <jake.clements@cityofmobile.org>
Subject: Your Legal Request is in Progress

Dear Jake,

I hope this email finds you well. I wanted to inform you that your request has been received by the Legal Department. We have assigned it to , who will be contacting you as soon as possible to provide further assistance.

Thank you for your patience, and please feel free to reach out if you have any further questions.

Request Details:
Attorney Assigned:
Request Type:Contract

If other:
Request Details: Construction Contract
Priority: Moderate
Date Entered:July 9th 2025 10:36
Proposed Due Date: July 15th 2025

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with Thompson Engineering, Inc for engineering consultant services.

Amount of Contract:
$1,132,641.00

Funding Source
G-STPM7553

ATTACHMENTS:
1. 2018-3005-26 Dauphin Street from Sage Ave to W of I -65 at Springhill Memorial Hospital (Thompson Engineering) contract

REVIEWERS:
Lana Gauthier
Lana Gauthier

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Dauphin Street (from Sage to West of I-65 at Springhill Memorial Hospital)

GRANT PROJECT # G-STPM7553

PROJECT DESCRIPTION Engineering Services

GRANT CONTRACT AMOUNT $1,132,641.00

VENDOR NAME Thompson Engineering, Inc.

VENDOR NUMBER 203598

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Construction Consultant Geo Tech Professional Services

Prepared by: Jessica White **Date** 9/23/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council Members Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Engineering Services between the City of Mobile and Thompson Engineering, Inc. attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Name of Company:	Thompson Engineering, Inc.
Project Name:	Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) COM: 2018-3005-26
Estimated Cost:	$1,132,641.00

ADOPTED:

_____

City Clerk

A G R E E M E N T

BETWEEN

THOMPSON ENGINEERING, INC.

AND

CITY OF MOBILE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR PROJECT 2018-3005-26

ALDOT PROJECT NUMBER STPMB-7533 (601)

ACCESS MANAGEMENT AND SIGNAL UPGRADES ON DAUPHIN STREET FROM WEST OF I-65 AT SPRINGHILL MEMORIAL HOSPITAL TO SAGE AVENUE

MOBILE COUNTY

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

ARTICLE I – GENERAL TERMS

This AGREEMENT is made and entered into by and between the City of Mobile, hereinafter referred to as the CITY, and THOMPSON Engineering, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 2970 COTTAGE HILL ROAD, STE. 190, MOBILE, ALABAMA, 36606, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY for the consideration hereinafter mentioned to provide construction engineering and inspection, materials sampling, testing and contract administration services, and design and survey support services for Project 2018-3005-26 (ALDOT STPMB-7533 (601)) for the CITY.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

SECTION 1 - REQUIREMENTS

The CONSULTANT shall meet the requirements for conformance with Standards adopted by the CITY and Alabama Department of Transportation, hereinafter referred to as STATE and/or ALDOT and shall ascertain the written practices of the CITY and STATE prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration, where applicable, before the CONSULTANT will be paid for said work.

" As a part of obligations of the CONSULTANT to the CITY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT."

CONSULTANT shall comply with 23 CFR Part 172 conflict-of-interest requirements and CITY/ALDOT written practices. CONSULTANT shall not commence any services, perform site visits, incur costs, or bill the CITY until a written Notice to Proceed has been issued. Any services performed prior to the Notice to Proceed are at CONSULTANT's sole risk and cost.

SECTION 2 – TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT services for this project shall begin after the CONSULTANT receives the Notice to Proceed from the CITY. The maximum amount payable to the CONSULTANT for services on this assignment shall not exceed the amount stated in this contract. The length of services as herein established for this construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the CITY and STATE of described services. The contract work will be deemed completed when the work has been accepted in writing by ALDOT and the CITY.

No compensation shall be due for any services performed before (i) City Council approval, (ii) Mayor's execution, and (iii) CITY's written Notice to Proceed.

B. This AGREEMENT shall be effective upon the date of approval by the City of Mobile City Council, and signature of the Mayor of the City of Mobile.

SECTION 3 - DEFINITIONS

A. CITY – City of Mobile

B. ALDOT or STATE – Alabama Department of Transportation

C. Transportation Director: The chief executive officer of ALDOT.

D. Deputy Director, Operations: The individual appointed by the Transportation Director to administer operational phases of ALDOT.

E. Chief Engineer: The individual appointed by the Transportation Director to administer pre-construction and policy phases of ALDOT.

F. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.

G. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.

H. Senior Project Manager, CONSULTANT: Qualified individual who has been assigned as the primary contact between contractor and the STATE on complex projects and/or multiple projects.

I. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.

J. Project Manager, CITY: Qualified individual assigned by the CITY to manage Construction

Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.

K. FHWA: The Federal Highway Administration of the United States Department of Transportation.

L. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).

M. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.

N. Construction Contract Suspension: Cessation of construction activity on a construction contract.

O. Region Engineer: Administrative head of one of ALDOT Regions.

P. District Administrator: Administrative head of one of ALDOT'S Districts.

Q. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.

R. State Design Engineer: Administrative head of ALDOT'S Design Bureau.

S. Consultant: Consultant firm(s) retained by CITY to perform construction engineering and administrative functions as defined in this AGREEMENT.

T. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.

U. Area Materials Engineer: Employee designated by ALDOT to administer policies and oversee materials sampling and testing in an ALDOT Region/Area.

V. Consultant Design Engineer (when applicable): Consultant design engineer retained by CITY to design aforementioned project.

W. CITY Construction Engineer: Employee designated by CITY to administer policies and procedures of construction projects covered by this AGREEMENT.

X. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s) covered by this AGREEMENT.

Y. Area Local Transportation Engineer (when applicable): Employee designated by ALDOT to administer policies and procedures of city and county construction projects covered by this

agreement and let by ALDOT in an ALDOT Region/Area.

Z. County Engineer: Administrative head of a County Engineering Department.

AA. City Engineer: Administrative head of a Mayor's Office/City Engineering Department.

BB. Complex Projects: (1) a construction project that requires level of management higher than a Project Manager due to the complexity of the work, or (2) projects grouped together in sufficient number to collectively require management at a level higher than a Project Manager.

CC. Turn-key Construction Project Management: inspection services for a construction project are provided by a team staffed only with CONSULTANT personnel.

SECTION 4 – JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS

Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on project under this AGREEMENT.

A. PROJECT MANAGER:

Job Description:

- This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY and STATE. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which the contract was awarded. The Project Manager shall report directly to the CITY.

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the CITY and STATE.
- Asphalt Level I Laboratory Technician Certification
- Asphalt Level II Quality Manager Technician Certification
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification

- Certified Concrete Technician (ACI and ALDOT certification)
- Radiation Safety Technician Certification
- Qualified Credentialed Inspector (QCI)
- Contract Plan Reading Certification

B. SENIOR INSPECTOR:

Job Description:

- This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to the Project Manager.

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the CITY and STATE. Inspectors who are to perform a specific task shall be certified in said field.
- Asphalt Level I Laboratory Technician Certification
- Asphalt Level II Quality Manager Technician Certification.
- Certified Concrete Technician (ACI and ALDOT Certification)
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification
- Radiation Safety Technician Certification
- Qualified Credentialed Inspector (QCI)
- Contract Plan Reading Certification

C. LEVEL- II INSPECTOR:

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by the contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering. One or more of the following certifications as necessary and approved by the CITY and STATE. Inspectors who are to perform a specific task shall be certified in said field.
- Asphalt Level I Laboratory Technician Certification
- Certified Concrete Technician (ACI and ALDOT Certification)
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)
- Contract Plan Reading Certification

D. LEVEL I INSPECTOR:

Job Description:

- This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by the contractor to include a description of

work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the CITY and STATE. Inspectors who are to perform a specific task shall be certified in that field.
- Asphalt Level I Laboratory Technician Certification
- Certified Concrete Technician (ACI and ALDOT Certification)
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification
- Radiation Safety Technician Certification
- Contract Plan Reading Certification

E. ADMINISTRATIVE ASSISTANT

Job Description:

- Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting, and directing the public, taking telephone messages, posting records, or making simple calculations.

Minimum Qualifications:

- A high school diploma or a GED certificate.

F. PROFESSIONAL CIVIL ENGINEER

Job Description:

- This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning,

geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

G. TARGET PERSON

Job Description:

- This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

Minimum Qualifications:

- Six months experience in surveying.

H. INSTRUMENT PERSON

Job Description:

- This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking the contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

Minimum Qualifications:

- Two years' experience in surveying.

I. FIELD SUPERVISOR

Job Description:

- This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting, and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

Minimum Qualifications:

- Four years' experience in surveying with at least one year of experience as a construction survey party chief.

J. PROFESSIONAL LAND SURVEYOR

Job Description:

- This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

SECTION 5 – EQUIPMENT

A. Equipment and Supplies

1. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties.
2. The CONSULTANT shall provide all required and/or applicable surveying equipment which must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators, and all needed safety equipment. The CONSULTANT shall provide all photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. The quantity and quality of the items require CITY and STATE approval.

SECTION 6 – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship. CONSULTANT has exclusive control over its employees, means, methods, and equipment.

ARTICLE II - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services, and design and survey support services for project.

SECTION 1 – BASIS OF FEE

The CONSULTANT will provide services, personnel and equipment as required by the CITY and STATE.

A. **Negotiated Fee**

- Description. A fixed, negotiated price. The CONSULTANT agrees to fulfill its obligation under the agreement in the performance of the work, with no expectation of additional compensation beyond the negotiated price except as provided for below.
- Compensation: CITY and CONSULTANT will jointly negotiate a total fee for services based on the project scope, duration, staffing needs, etc. Compensation and reimbursable costs will be paid in accordance with Article III.
- Allowable Modifications to Negotiated Fee: (1) Change to the construction project scope and/or contract time as memorialized in a Construction Project Supplemental Agreement. (2) Addition of Subconsultants as approved by City and STATE and not

included in the original negotiated fee, (3) Quantity overrun deemed significant by CITY and STATE and approved by CITY and STATE, (4) Additional services required from CONSULTANT and approved by CITY and STATE in response to a Contractor's claim. (5) Additional CONSULTANT services required and approved by CITY and STATE to assist appropriate CITY and/or STATE offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT or as otherwise required and approved by CITY and/or STATE.

- Errors; No Charge: CONSULTANT shall, at its expense, promptly correct errors, omissions, non-conformities, and re-perform affected services. Time and costs to correct such issues are not compensable.
- Written Authorization Required: No additional services, overtime, subconsultant costs, or unit-price testing beyond listed rates are compensable without the CITY's prior written authorization via Supplemental Agreement compliant with ALDOT requirements.

SECTION 2 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

A. PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction of project.

B. SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications, and contract provisions for project.

The CONSULTANT shall provide professional, technical, and administrative personnel, meeting requirements of the CITY and STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY and STATE.

Prior to furnishing any services, the CONSULTANT shall be familiar with CITY and ALDOT

procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the CITY and STATE. The CITY shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short-term basis (sickness, vacation, etc.), the CITY shall provide the CONSULTANT with two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the CITY and STATE and the Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

C. ITEMS TO BE FURNISHED BY THE CITY AND STATE TO CONSULTANT:

1. The minimum Contract documents for project shall be distributed to the CONSULTANT, via the CITY and/or STATE after award of construction contract for project as follows:

   2 printed and bound sets of Construction Plans - Half scale

   1 printed and bound set of Construction Plans - Full size for as-built

   1 printed and bound copy and 1 electronic PDF copy of Executed Contract

2. The CONSULTANT will use computerized systems designated by ALDOT for contract administration.

D. ITEMS FURNISHED BY THE CONSULTANT:

1. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies.
2. Document Compliance

   The requirements outlined for printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY and/or STATE, at least one copy of each document. One copy of each document shall be available at the project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

   a. Applicable edition of the ALDOT Standard Specifications for Highway Construction, as defined by the project contract, with one copy for each of the CONSULTANT'S personnel.

The Standard Specifications for Highway Construction may be downloaded from the ALDOT website, or a printed and bound copy may be purchased from ALDOT.

b. ALDOT'S Construction Manual. The Construction Manual is available on ALDOT'S website.

c. All active Construction Information Memorandums (CIMs) issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. A copy of each Memorandum issued on or after execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT. ALDOT's CIMs are available on ALDOT'S website.

d. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. The Testing Manual is available on ALDOT'S website.

e. All Technical Advisories and Memoranda issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The Technical Advisories and Memoranda are available on ALDOT'S website.

f. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.

g. ALDOT'S Materials, Sources and Devices with Special Acceptance Requirements (MSDSAR). The MSDSAR is available on ALDOT'S website.

h. One copy of ALDOT 460 issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.

i. Guidelines for Operations (GFOs) issued by ALDOT. GFOs are available on ALDOT'S website.

j. FHWA Manual on Uniform Traffic Control Devices as adopted by ALDOT.

k. Applicable portions of the ALDOT Special and Standard Highway Drawings, which are available on ALDOT's website.

l. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Department of Public Health and available on their website.

m. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling

and Testing.

n. Copies of all applicable AASHTO/ASTM Standards.

3. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as current ALDOT production versions of Bentley software. All CADD files are required to be completely compatible with the Department's current production versions of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phones for use in the field inspections and documentation, if required. The tablet computer and/or smart phone shall comply with at least current minimum ALDOT standards and have access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network. Devices that access ALDOT or CITY systems shall meet current ALDOT desktop and mobile standards. CONSULTANT shall promptly notify the CITY of any data incident affecting project records.
4. The CONSULTANT shall provide appropriate types of vehicles, in numbers as approved by the CITY and STATE to accommodate the CONSULTANT'S project personnel. While being used on a project, each CONSULTANT vehicle is to be clearly and legibly identified with the CONSULTANT's company name and logo and equipped with functioning high-intensity work zone strobe lights.
5. Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., shall be supplied by the CONSULTANT.
6. Any items not specifically mentioned elsewhere in this agreement but needed by the CONSULTANT staff shall be provided by the CONSULTANT.

E. LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this

AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the CITY and STATE. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until a written notification by the CITY has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the CITY and STATE. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CITY to correspond with type of suspension, either complete suspension or partial suspension.

F. COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY and STATE shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY and STATE policies, plans, specifications, and contract provisions. The CITY and STATE shall have complete access, at all times, to the project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the CITY and STATE representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY and STATE'S recommendations. The CITY and STATE'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the CITY and STATE. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY and/or STATE, shall correct such errors, omissions, or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or

other damages to the CITY, the CITY shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays, or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Federal Aid projects are subject to review by representatives of FHWA. Additional CITY and STATE personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

CONSULTANT shall maintain complete project records (including CAMMS entries, diaries, test logs, certifications, payrolls, subconsultant records, and digital photos/video) and provide the CITY, ALDOT, FHWA, and their auditors full access during performance and for **at least three (3) years after final payment** or longer if required by law or while audits/claims are pending.

G. REQUIREMENTS:

1. General:

   It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract provisions. The CONSULTANT shall advise the CITY and STATE and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

2. Survey Control:

   The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

3. Project Inspection:

   The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect, and document all construction products and materials as required to assure the CITY and STATE that the quality of workmanship and materials are in reasonable conformity with plans, specifications, and other contract provisions. The CONSULTANT shall check and report on grades and alignments of surfaces and structures as

construction progresses. The CONSULTANT may be responsible for monitoring and documenting asphalt production as required to assure the CITY and STATE that the material produced is in reasonable conformity with plans, specifications, and other contract provisions. The STATE shall monitor all other off-site activities and fabrication, including pre-stress production. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

4. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications, and contract provisions. The CONSULTANT shall meet the minimum sampling frequencies set out in the STATE'S Testing Manual. The CITY and STATE reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The CITY and/or STATE shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY and STATE of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a

laboratory other than the State laboratory shall be handled in the AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection, and documentation of project hot-mix asphalt operations.

5. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY and STATE to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard CITY and ALDOT procedures, formats, and content. CONSULTANT services include, but are not limited to the following:

a. Attending and participating in a pre-construction conference for project. Record significant information revealed and decisions made at the conference and if requested by the CITY and/or STATE, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.

b. Complete and maintain a full and accurate daily record of all activities and events relating to the project. Record all work completed by the Contractor, including quantities of pay items in conformity with the Construction Manual, Construction Information Memorandums, and CAMMS Policies and Procedures. The CONSULTANT shall immediately report to the CITY and STATE changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

c. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY and STATE. **Said diaries and reports shall be kept up to date on a daily basis**.

d. Maintain a project log of all materials entering into the work with proper indication of basis of acceptance for each shipment of material. Upon project closeout, prepare and submit the

required summary of test certifications to ALDOT.

e. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify, and document work items requiring performance periods (curing period, operational period, etc.).

f. Prepare and submit monthly to the CITY and STATE a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.

g. Provide interpretations of plans, specifications, and contract provisions. The CONSULTANT shall consult with the CITY and STATE when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.

h. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost, or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the CITY and STATE for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's

proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the CITY and STATE are provided with all relevant information and, in addition, shall appraise and make recommendations to the CITY and STATE of all project related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impact on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the CITY and STATE, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY and STATE in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations, and decisions are executed expeditiously in order to minimize any delays and costs.

i. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appears to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the CITY and STATE for approval. Approval of the CITY and STATE must be obtained prior to initiating any change or extra work.

j. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the CITY and STATE, shall negotiate prices with the Contractor and prepare and submit a recommendation to the CITY and STATE for approval. The CITY and STATE shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.

k. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with Section 110 of the Standard Specification of the costs involved in such work.

l. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the CITY and STATE. The CONSULTANT may be required to provide a recommendation on the validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

m. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the CITY and STATE covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the CITY and STATE on all delays. This recommendation is needed to justify a time extension.

n. The CONSULTANT shall prepare and submit to the CITY and STATE a final estimate with documentation, summary of test certifications, and one (1) set of record as-built plans for each contract. This task must be completed in a timely manner or in accordance with current

ALDOT Standard Specifications from the earliest project acceptance date.

o. At the request of the CITY and/or STATE, the CONSULTANT shall assist appropriate CITY and/or STATE offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.

p. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with CITY and State procedures. This includes sub-contractor compliance.

q. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the STATE'S Equal Employment Opportunity Specialist as requested; and review and document D.B.E. (Disadvantaged Business Enterprises) activities to ensure compliance of contract goals.

r. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and request his immediate resolution of said problem. Violations shall be reported to the CITY and State immediately.

s. Shop drawing/sample submittal and approvals shall be logged by the CONSULTANT. Tracking shall include maintaining a logbook of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

t. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted, or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

u. The City Project Manager and the CONSULTANT shall conduct meetings as required with Contractor, sub-contractor and/or utility companies to review plans, schedules, problems, or other areas of concern. The results of these meetings shall be recorded by CONSULTANT in the project diary.

v. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends, and holidays.

w. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the CITY and State of these inquiries.

x. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction projects.

H. PERSONNEL:

1. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY and STATE to effectively carry out its responsibilities under this AGREEMENT.

2. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the CITY and STATE the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the CITY and STATE prior to the date an individual is to report to work.

3. Staffing:

The CITY and STATE shall determine the number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the CITY and STATE. An individual previously approved whose performance is later determined by the CITY and/or STATE to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the CITY and STATE, after completion of construction to

complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until an appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce the number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the CITY and/or STATE shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The method of schedule modification shall be approved by the CITY and STATE. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CITY and STATE to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY and STATE determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

Key Personnel. Individuals approved as Project Manager and Senior Inspector are "Key Personnel." CONSULTANT shall not reassign, replace, or reduce Key Personnel without the CITY's prior written consent, which shall not be unreasonably withheld.

4. Certification - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY and STATE shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring the activity (i.e., film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors' work

qualifications shall be as shown in Article 1, Section 4 this AGREEMENT.

I. SUBCONSULTANT SERVICES:

CONSULTANT may not retain any subconsultant without the CITY's prior written approval. CONSULTANT remains fully responsible for subconsultants' acts and omissions. CONSULTANT shall bind all subconsultants to the terms of this Agreement, including insurance, audit, access-to-records, federal-aid requirements, DBE/EEO, and indemnity to the extent of each subconsultant's work. The CITY and STATE shall verify qualifications of personnel used by sub-consultants.

J. OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the CITY, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY and STATE in connection with said Project.

K. CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time, the CONSULTANT shall, by written request from the CITY and/or STATE, analyze the claim, prepare recommendation to the CITY and STATE covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the CITY, STATE and the CONSULTANT prior to performance of said Services.

L. LITIGATION AND HEARINGS

The CONSULTANT shall, upon written request by CITY and/or STATE, assist appropriate CITY and/or STATE Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT. The CONSULTANT shall, upon written request by CITY and/or STATE, provide qualified. Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the CITY and/or STATE in any litigation or hearings in connection with said construction contract(s).

ARTICLE III – PAYMENT

SECTION 1 – OVERHEAD, PROFIT AND SALARY INCREASES

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit is limited to ten (10) percent of these costs.

SECTION 2 – COMPENSATION AND REIMBURSABLE OUT-OF-POCKET EXPENSES

Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the CITY.

For performance by the CONSULTANT of the services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided and performed under this AGREEMENT as a Negotiated Fee in accordance with Article II, Section 1.A will be as follows:

1. Direct salary and wages

a. Actual salary and wages paid to personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation.

b. Soil Laboratory Services – Compensation for soil laboratory service tests performed by CONSULTANT under this AGREEMENT shall be in accordance with the following soil laboratory service test rates.

SOIL LABORATORY TEST	TEST RATE (each test)
Atterberg Limit with Moisture Content	$75.00
Sieve Analysis	$70.00
Standard Proctor (Soil)	$100.00
Standard Proctor (Stone)	$150.00
Modified Proctor (Soil)	$110.00
Modified Proctor (Stone)	$158.00
Classification (AASHTO)	$155.00
Classification (Topsoil)	$155.00
Moisture Content	$13.50
Topsoil	$125.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Travel and per diem shall not exceed current U.S. GSA rates and are reimbursable only when pre-approved in writing by the CITY. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of a CONSULTANT'S field office, the CONSULTANT'S field overhead and labor additive rate of 123.64 percent (for Fiscal Year Ending 12.31.2024) shall be applied to direct salary and wages. CONSULTANT's field Facilities Capital Cost of Money (FCCM) rate is 0.508 percent (for Fiscal Year Ending 12.31.2024) of the direct labor and no profit shall be allowed on the said item. This field overhead and labor additive rate and this field FCCM rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. For subconsultant's that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE's Bureau of Finance and Audits, External Audit Section.
4. Compensation for approved Additional Design Support Services performed by CONSULTANT and approved Post Design Services and Field Surveying Services performed by subconsultants under this AGREEMENT shall be in accordance with the compensation rate structure specified in CONSULTANT's contract fee proposal approved by CITY and STATE.
5. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee. Except as expressly stated (5% administrative fee on subconsultants), CONSULTANT shall not apply overhead or profit to third-party charges (testing labs, permits, reproduction, travel, postage).

6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
7. Any paid overtime shall require prior authorization from the CITY and STATE. Billable overtime is all time worked over Forty (40) Hours each week or holidays observed by the CONSULTANT.

   For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

   a. The hourly overtime rate will be 1.5 times the billable rate.
   b. Hours worked on holidays observed in the Region on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

   For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

   a. The hourly rate will be one 1 times the billable rate.
   b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.
8. The maximum amount payable to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed $1,132,641.00 (max. Federal amount $906,113.00; max. City amount $226,528.00).

SECTION 3 – PAYMENT DOCUMENTATION

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.

B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress

reports, and such evidence of performance the CITY and STATE may deem necessary, within thirty (30) days of the completion of the end of the period covered by the invoice or voucher. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the CITY for review, approval, and payment.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the CITY and/or STATE.

D. The CITY may withhold amounts reasonably necessary to cure defective or undocumented work or to secure completion, and may set off amounts due against CONSULTANT's obligations, including audit disallowances.

SECTION 4 – FINAL PAYMENT

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the CITY and STATE of all claims and of any and all liability of the CITY and STATE to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY and STATE. Notwithstanding the foregoing release, the CITY's rights to audit, recover disallowed costs, pursue indemnity, and enforce warranties shall **survive** final payment.

SECTION 5 – CONSULTANT EMPLOYMENT BY CONSTRACTORS

During the period of this AGREEMENT, the CONSULTANT shall not be employed, and CONSULTANT'S employees shall not be employed, by construction contractors performing work on city, state, or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the CITY and STATE.

SECTION 6 –MULTIPLE CONSULTANT AGREEMENTS

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the CITY and STATE in effect at the time work is performed.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Exhibits A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q, R and S attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT. In the event of a conflict, the following controls in this order: (1) CITY-issued Supplemental Agreements; (2) this Agreement Articles; (3) CITY Special Conditions and Exhibits; (4) ALDOT manuals and specifications incorporated herein; (5) CONSULTANT's proposal, if any.

By signing this contract, the contracting parties affirm, for the duration of the AGREEMENT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the AGREEMENT and shall be responsible for all damages resulting there from.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the City of Mobile City Clerk's Office.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Mobile, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

This Agreement is contingent upon lawful appropriation of funds and availability of federal/state participation. The CITY may terminate, without penalty, if funds are not appropriated or become unavailable.

In compliance with Ala. Act No. 2023-409, by signing this contract, CONSULTANT provides written verification that CONSULTANT, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

CONSULTANT shall treat CITY data as confidential to the extent permitted by law and shall not disclose except to perform the Services. All work product, data, field records, photos, test

results, CAMMS entries, and deliverables created under this Agreement are **CITY property**. CONSULTANT shall deliver complete editable copies upon request and at closeout.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date approved by the City Clerk and the approval of the Mayor of the City of Mobile.

CITY OF MOBILE, a Municipal Corporation

By: _____

William S. Stimpson, Mayor

Date: _____

Attest: _____

Lisa C. Lambert, City Clerk

Date: _____

Thompson Engineering, Inc.

By: _____

Print: Scott A. Hardy

Its: COO

Address: 2970 Cottage Hill Rd Ste 190
Mobile AL 36606

Telephone: 251 666 2443

Date: 09/16/2025

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Scott Hardy **, whose name is signed to the foregoing instrument in the capacity of** COO **of Thompson Engineering, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntary on the day the same bears date.**

Given under my hand and official seal of office this the 16 **day of** Sept 2025**.**

Dana Martin Glass

Notary Public
My Commission Expires

DANA MARTIN GLASS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Feb. 01, 2027

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the CITY, or such other remedy may be undertaken by the CITY as it deems appropriate.

EXHIBIT A-1

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# Construction Engineering & Inspection Current Date 7 / 29 / 25

Project Description Dauphin Street - Access Management and Signal Upgrades - COM Project No 2018-3005-26

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Consultant Engineer for CE&I services and testing was selected through the request and permission of the ALDOT through their on-call list of consultants. This selection is based on the firm's familiarity of the project and and ALDOT CEI requirements.

Requested By (Department Director)

(Signature) (Title) City Engineer (Date) 07-29-2025

251-208-7243
Telephone Number

forresterj@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Small Business Development Manager (Title) 8/7/2025 (Date)

Approved By (CAO)

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

EXHIBIT B

ENERGY CONSERVATION PLAN

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of $100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).

b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).

c. Executive Order 11738 (Federal).

d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

EXHIBIT C

CHANGES OF WORK

a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the CITY and/or STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the CITY and STATE in writing of such fact and receive written approval from the CITY and STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT, the CITY and the STATE. In the event that the CITY and/or STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work. No change or extra work is compensable unless authorized **in advance in writing** by the CITY (and ALDOT/FHWA where required) via Supplemental Agreement.

b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the CITY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the CITY may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the CITY determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the CITY may, at the sole option of the CITY, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the CITY deems necessary for work completion. Writing directed from the CITY to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the CITY has made the determination of insufficiency of time as above provided.

EXHIBIT D

CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

a. The parties agree that conferences will be held at the request of CITY and/or STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. CITY, STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the CITY and STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.

b. The CONSULTANT, when so directed by the CITY and/or STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The CITY and/or STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The CITY and/or STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the CITY and/or STATE shall consider the following:

   1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

   3. Upon any termination, CONSULTANT shall promptly deliver all work product, records, and data to the CITY and provide reasonable transition assistance for up to thirty (30) days at negotiated, not-to-exceed rates.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the CITY MAYOR and/or Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be in accordance with applicable Federal Acquisition Regulations.

RESPONSIBILITY FOR CLAIMS AND LIABILITY

INDEMNIFICATION

General Liability Indemnification (CGL/Auto Backed)

a. Indemnity & Duty to Defend. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless the City of Mobile, Alabama, and its officers, elected officials, agents, representatives, and employees ("City") from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use) to the extent caused, in whole or in part, by the negligent or reckless acts or omissions of CONSULTANT, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The duty to defend applies only to claims that are, or but for exhaustion of limits would be, covered by CONSULTANT's Commercial General Liability or Automobile Liability insurance.

b. Sole-Negligence Carve-Out. CONSULTANT shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence.

c. No Limitation by Insurance. CONSULTANT's indemnity obligations are independent of and shall not be limited by any insurance maintained by CONSULTANT.

Professional Services Indemnification (E&O-Backed)

The CONSULTANT shall procure and maintain the professional liability insurance required by the Insurance Clause of this Agreement, which insurance is a condition precedent to the effectiveness of this indemnity.

a. Indemnification. In accordance with § 41-9A-3, Code of Alabama (1975), the CONSULTANT shall indemnify and hold harmless the City of Mobile, Alabama and its officers, elected officials, agents, representatives, and employees (collectively, "City") from and against any and all claims, suits, liabilities, damages, losses, diminution in value, costs, and related expenses (including reasonable attorney fees and court costs) to the extent caused, in whole or in part, by the negligent, reckless, or intentional acts or omissions, intellectual-property infringement, or failure to pay a subcontractor or supplier of the CONSULTANT, its subcontractors, or anyone for whom the CONSULTANT is legally liable.

b. Defense-Cost Reimbursement. To the extent permitted by § 41-9A-3, Code of Ala. 1975, the CONSULTANT shall reimburse the City for the reasonable attorney fees, expert fees, and litigation costs it incurs in defending a claim described above, but only in proportion to (i) the CONSULTANT's adjudicated share of fault, or (ii) the share of any settlement that is reasonably attributable to the CONSULTANT's conduct.

To the fullest extent permitted by § 41-9A-3, Code of Alabama 1975, the CONSULTANT shall reimburse the City for all reasonable attorney's fees, expert fees, and litigation costs the City incurs in investigating or defending any claim described in this Agreement, in proportion to (i) the CONSULTANT's adjudicated share of fault, or (ii) the portion of liability, settlement, or resolution that is reasonably attributable to the acts, errors, or omissions of the CONSULTANT or its subcontractors, agents, or employees, whether or not the CONSULTANT funds such settlement or resolution.

INSURANCE

a. **General.** CONSULTANT shall, at its sole cost, procure and maintain in force for the duration of this Agreement the insurance described below with insurers admitted in Alabama and rated at least A-, VII by A.M. Best. Endorsements required below shall be delivered to the City as exhibits; full policies shall be produced upon written request.

b. **Coverage & Limits** (edition dates 04-13 or later unless otherwise noted):

- **Commercial General Liability - (ISO CG 00 01 occ.): $1,000,000** per occurrence / **$2,000,000** aggregate (per-project aggregate via CG 25 03).
- **Automobile Liability (owned, hired & non-owned): $1,000,000** CSL per accident.
- **Workers' Compensation & Employers' Liability:** Statutory WC; **$1,000,000** EL each accident.
- **Umbrella / Excess Liability: (follow-form over CGL/Auto/EL): $10,000,000** each occurrence/ aggregate.
- **Professional Liability (claims-made): $2,000,000** each claim/aggregate, with a **2-year tail** after completion.

c. **Required Endorsements & Provisions**

- **Primary & Non-Contributory:** All insurance coverage required herein shall be primary to, and non-contributory with, any insurance maintained by the City of Mobile.

- **Additional Insured:** CONSULTANT shall cause its Commercial General Liability, Automobile Liability, and Umbrella policies to include the City of Mobile, its officers, employees, and volunteers as Additional Insureds on a primary, non-contributory basis, using ISO endorsement forms CG 20 10 and CG 20 37 (or equivalents).

- **Waiver of Subrogation:** CONSULTANT and its insurers shall waive all rights of subrogation against the City of Mobile, its officers, employees, and volunteers, by endorsement form WC 00 03 13 (or equivalent) on the Workers' Compensation policy and by appropriate endorsement on all other applicable policies (CGL, Auto, E&O).

- **Notice of Cancellation:** All policies (except Workers' Compensation) shall provide the City of Mobile at least thirty (30) days' advance written notice of cancellation, non- renewal, or material change (ten (10) days for non-payment), using ISO CG 02 24 10 13 (or equivalent) to guarantee notice.

Flow-Down Requirement
CONSULTANT shall cause every subcontractor, supplier, vendor, or other entity engaged in the performance of the Services to:

a. **Insurance**. Maintain liability insurance (CGL, Auto, WC/EL, Umbrella, and Professional Liability, as applicable) with limits, endorsements, and conditions no less protective of the City than those required of by CONSULTANT.
b. **Indemnity**. Execute written indemnity provisions in favor of the City that are no less protective than the indemnity obligations assumed by CONSULTANT.
c. **Evidence**. Furnish certificates of insurance and required endorsements to

CONSULTANT before the subcontractor commences work, and CONSULTANT shall provide such evidence to the City upon request.

d. **Material Breach.** Failure by any subcontractor, supplier, vendor, or other entity to maintain the required insurance coverages, endorsements, or to furnish the Certificates of Insurance and endorsements as required above shall constitute a material breach of this Agreement by CONSULTANT, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause, and pursue any other remedies available.

GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the labor law and state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this AGREEMENT, and procure all necessary licenses and permits.

SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the CITY and STATE. In the event the CITY and STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT as so assigned, sublet, or transferred.

AGENCY

By entering into this agreement, the CONSULTANT is not an agent of the CITY or STATE, its officers, employees, agents or assigns. The CONSULTANT is an independent entity from the CITY and STATE and nothing in this agreement creates an agency relationship between the parties.

IMMIGRATION

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

EXHIBIT G
Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

Unless specific written approval is granted by the CITY and STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

SOLICITING OF AGREEMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the CITY and STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONSULTANT'S RESPONSIBILITY

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the CITY and STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary(ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not CITY and/or ALDOT discovers or is aware of the same.

All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to CITY and ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by CITY and/or ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to CITY and ALDOT shall not in any way

relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by CITY and/or ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any CITY and/or ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by CITY and/or ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the CITY and/or STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

MAINTENANCE OF RECORDS

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the CITY, STATE and FHWA and copies thereof shall be furnished if requested.

ACCESS TO RECORDS

a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 18.36(i), the CONSULTANT agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C.F.R. § 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financing assistance through the programs described at 49 U.S.C. § 5311.

b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 40 C.F.R. § 633.17, CONSULTANT agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 19.48, CONSULTANT agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 40 U.S.C. § 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONSULTANT shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

e. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 40 C.F.R. § 18.39(i)(11).

g. FTA does not require the inclusion of these requirements in subcontracts.

EXHIBIT G
Page 4

OWNERSHIP OF ENGINEERING DOCUMENTS

a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the CITY and STATE upon CITY'S and/or STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the STATE. All completed original tracings of maps and other engineering data furnished to the CITY and/or STATE by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

b. The CITY and STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The CITY and STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the CITY and/or STATE of such designs or ideas on work other than that covered in this AGREEMENT.

EXHIBIT H
Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit

access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY, STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions provided for herein, the CITY and/or STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CONSULTANT will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract, procurement, or lease as the CITY and/or STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CONSULTANT may request the CITY and/or STATE to enter into such litigation to protect the interest of the CITY and/or STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CONSULTANT agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The CITY'S and STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the CITY and/or STATE beyond the moneys available for this purpose.

b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold

CONSULTANT out as, or claim to be, an officer or employee of the CITY and/ or STATE by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY and/or STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CONSULTANT.

CONSULTANTS' CERTIFICATIONS

The CONSULTANT by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CONSULTANT. The CONSULTANT agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CONSULTANT at the time of execution of the AGREEMENT. The CONSULTANT agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CONSULTANT agrees that the per diem rate will be limited to the rate allowed by the CITY and STATE at the time of execution of the AGREEMENT. The CONSULTANT agrees that a meal allowance shall be limited to CONSULTANT employees while in travel status only and only when used in lieu of a per diem rate.

The CONSULTANT shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CONSULTANT agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT I

FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the CITY and STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the CITY and STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.

EXHIBIT K
Page 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

a. **Primary Covered Transactions**

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

b. **Lower Tier Covered Transactions**

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

EXHIBIT K
Page 3

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT K
Page 4

Certification

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

EXHIBIT L

PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the State, acting by and through its Department of Transportation, will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant of such foreign country.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The CITY, STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the CITY, STATE, and CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXHIBIT O

PROGRAM FRAUD AND FALSE OR MISLEADING STATEMENTS OR RELATED ACTS

a. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the this contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

b. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

c. The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

EXHIBIT P

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Thompson Engineering Inc

Project Number: ALDOT STPMB-7533(601)

Contract ID#: _____ Supplemental Agreement #: _____

Date of Proposal Preparation (mm/dd/yyyy): _____
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy):_____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

a. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

b. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: _____

*Name of Certifying Official (print): Scott A. Hardy

*Title: COO

Date of Certification (mm/dd/yyyy): 09/16/2025

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT Q

State Contract ID # _____

Federal-Aid Project # _____

State Alabama

CERTIFICATION OF CONSULTANT

I hereby certify that I am the COO (title) and duly authorized representative of the firm of Thompson Engineering INC whose address is 2970 Cottage Hill Rd Ste 190 Mobile AL 36606, and that neither I nor the above firm I here represent has:

a. employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract Involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

09/16/2025 (Date) _____ (Signature)

EXHIBIT R

State Contract ID #_____

Federal-Aid Project # _____

State ____Alabama_____

CERTIFICATION OF DIRECTOR

I hereby certify that I am the Transportation Director of the Alabama Department of Transportation, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

a. employ or retain, or agree to employ or retain, any firm or person, or,

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

(Date) (Signature)

EXHIBIT S

State Contract ID #_____

Federal-Aid Project # _____

State ___Alabama_____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: _____

*Name of Certifying Official (print): Scott A. Hardy

*Title: COO

Date of Certification (mm/dd/yyyy): 09/16/2025

The above Certification was signed in my presence by the person whose name appears above on this 16 day of September, 2025.

Dana Martin Glass
Signature of Witness

Dana Martin Glass
Printed Name of Witness

State of Alabama)
County of Mobile)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 09-16-2025

RE Contract/Grant/Incentive (describe by number or subject):

ALDOT STPMB-7533(601) by and between

Thompson Engineering Inc (Contractor/Grantee) and
ALDOT (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of COO with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
✓ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 16 day of Sept 20 25

Thompson Engineering Inc
Name of Contractor/Grantee/Recipient

By: _____

Its COO

The above Certification was signed in my presence by the person whose name appears above, on this 16 day of Sept 2025.

WITNESS: Dana Martin Glass
Printed Name of Witness

ALABAMA DEPARTMENT OF TRANSPORTATION
CONSULTANT FIELD OFFICE PROCEDURES

GENERAL:

The Department generally allows its Consultants to perform contracted services from their established home or branch offices. However, on certain projects such as construction engineering and inspection (CEI), the Consultant will be required to establish a field office at or near the job site. The establishment of the field office, it's staffing, and its operational costs will be determined by project needs and negotiated with the Consultant.

DEFINITIONS:

(1) Field Office – Any office which the consultant or contractor specifically establishes or has furnished to them at or near the project site to be used exclusively for project purposes. The office may be a trailer, building, room, or a series of rooms for consultant personnel. Neither the number of personnel nor their mix by work classification shall have any bearing on this definition.

(2) Cost Objective – A function, organizational subdivision, contract or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost processes, products, jobs, capitalized projects, etc.

(3) Direct Cost – Any cost that is identified specifically with a particular final cost objective.

(4) Indirect Cost – Any cost not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

ALLOWABLE COSTS:

The allow ability of costs will be determined in accordance with the criteria contained in the Code of Federal Regulations, Titles 23, 48, and 49 and other applicable Federal and State regulations.

The decision on whether a cost should be allowed as a direct or indirect cost depends largely on the Consultant's normal and customary practices for estimating and accounting. These practices should be outlined in the Consultant's annual overhead audit and must be followed during contract pricing and negotiations.

GUIDELINE:

(1) Direct Costs

a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.

b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.

c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.

d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.

1. Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

2. Office Equipment (rent/lease/purchase) – Costs necessary to equip the office facility to ALDOT's standards is allowable.

3. Operational Costs (utilities, water, electricity, maintenance, repairs, janitorial, etc.) – Costs are allowable.

4. Insurance – The cost is allowable if project specific.

5. Office Operations (supplies, reproduction, printing, postage, telephone, etc.) – Costs are allowable.

6. Auto, Trucks, Other Vehicles will be reimbursed at the prevailing Federal Rate, as approved by the General Services Administration. Tool boxes, camper shells, flashing lights, etc. attached to vehicles shall be invoiced as a direct cost.

7. Field/Testing Equipment and supplies (survey instruments, nuclear density equipment, binoculars, hammers, ladders, diving equipment, protective clothing, hard hats, boots, etc.) – These costs are allowable if required by the contract or the Department's Region/Division Consultant CEI Engineer or Department's Region/Division Construction Engineer.

8. Communication Equipment (radios, beepers, etc.) – The cost of specifically required items are allowable.

9. Computers – Direct cost is allowable on an hourly rate basis, provided the consultant can support the basis for the hourly rate and such cost is routinely charged as direct cost in the Consultant's accounting system. The purchase or lease of computer equipment as a direct cost will not be allowed unless specifically required by the project and approved by the Department.

10. Travel/Relocation

    a. Relocation – Relocation expenses shall be reimbursed only upon prior approval of the Department.

    b. Travel – Travel expenses will not be paid for employees assigned to a project. Employees required to attend meetings away from the project will be reimbursed in the same manner as Department employees. Employees based away from the project that are required to travel at the Departments' request to a meeting at the project site or elsewhere shall be reimbursed according to the

Consultant's policy but not to exceed the limitations of the Federal Travel Regulations.

11. Sub-consultants (including Surveyors, Outside Geotechnical, etc.) – Costs are allowable if project related and specifically approved

Approved costs that are directly identified with the project and consistently treated as direct cost in the Consultant's accounting records will be allowed as direct project cost. If a cost is not specifically incurred for a project and identified with that project, it will not be claimed as a direct cost. However, it may be allowed as part of the indirect costs that are allocated to the field office indirect cost pool.

As a general rule, the method of acquisition for any capital asset (item costing $500.00 or more and having a life expectancy of 1 year or more) will be determined through a lease versus purchase analysis. The type of asset, its value, life expectancy, time of use on the project, residual value, etc. will be considered in the determination of whether to lease, purchase, pay use charges, or use other methods of compensation for capital assets. Should the acquisition of capital assets as a direct cost be required for a particular project, the ownership and disposition of the asset will be determined during contract negotiations. The Department will not normally take ownership of acquired assets, but will either require the Consultant to provide a residual value for the unused life of the asset, or the Consultant will be provided with specific instructions regarding disposition of the asset. In either case, the Department requires that an equitable credit be obtained from the Consultant.

(2) Indirect Costs

a. As a general rule, the Department does not require extensive staffing of its Consultants' field offices. Most administrative and management functions will be performed at the branch or home office. Therefore, an equitable portion of these offices' indirect cost should be allocated to the field office. The costs that are allocated and the basis for the allocation depend largely on the results of the contract negotiations as well as the Consultant's customary accounting practices.

b. Fringe Benefits – The fringe benefits applicable to the field office direct labor costs should be allocated to the field office overhead pool. If the Consultant's accounting records do not maintain separate identity for field office fringe benefits, the fringe benefits will be allocated on a direct labor basis (e.g., field office direct labor divided by total direct labor).

c. Indirect Labor – Indirect salaries (accounting, legal, purchasing, personnel, management, etc.) shall be allocated on a direct labor basis.

d. Indirect Expenses – As a general rule, home or branch office indirect expenses will be allocated to the field office overhead pool on a

percentage basis which is determined by dividing the allocated indirect labor by the total home or branch labor (direct and indirect). Certain indirect expenses such as depreciation, repairs and maintenance, and field supplies which directly benefit only the field offices and which can be specifically identified may be allocated directly to the field office overhead pool.

e. When allocating indirect costs, it must be understood that the title of a particular cost account is not reason enough to determine whether the costs contained therein are allowable and allocable. A review of internal controls, compliance requirements, and an audit of the overhead are necessary to make that determination.

(3) In the event that a Consultant does not have an audited field office overhead rate, the first year's billable rate shall not exceed 105% of direct labor.

(4) The field office overhead rate and cost billed will be subject to audit as determined by the External Audit Manager of the Department. However, in no event shall the home or field office billable rates be reimbursed at a rate higher than 5 percentage points of the previous years' audited rates.

(5) The Bureau of Finance, External Audit Section of the Alabama Department of Transportation shall be furnished a certified annual audit report within five (5) months after the closing of the Consultant's fiscal year.

(6) Billable overtime will require prior authorization from the Department. Overtime is all time exceeding 40 hours per week.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly overtime rate will be 1.5 times the billable rate.
b. Hours worked on holidays observed in the Region/Division on work that is being performed by the Consultant will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly rate will be 1 times the billable rate.
b. The premium portion of overtime will be billed in accordance with the Consultant's Indirect Cost Rate Calculation.

(7) If the Consultant uses an employee of another Consultant that has been approved by the Department on a temporary or permanent basis for work that is the prime Consultant's responsibility, the Department will be billed the actual labor rate paid by the Sub Consultant not to exceed the approved hourly rate for that classification in the Master Agreement. The audited field office of the Sub

Consultant may not exceed the audited rate of the prime Consultant. Regardless of the labor mixture, profit is limited to 10%.

NOTE: Attached is a sample of the Alabama Department of Transportation's accepted method of allocating overhead to a field office.

Example: (Showing Field Plus Home Office Rates)

Sample Engineering, Inc.
Schedule of Indirect Costs & Rate Calculation
For the Year Ended December 31, 1999

DIRECT LABOR:	Home Office			1,343,665		
	Field Office			948,220		
	Total Direct			$ 2,291,885		
					Allocation	
	Proposed Allocable Expenses	**Unallowable Expenses**	**FAR Reference**	**Audited Expenses**	**Field Office**	**Home Office**
FRINGE BENEFITS						
Insurance - Group	$ 111,354	$ -		$ 111,354	$ 46,070	$ 65,284
Insurance - Life	4,197	(670)	31.205-19	3,527	$ 1,459	2,068
Payroll - Bonus	164,650	0		164,650	$ 68,121	96,529
Payroll - Holiday	83,722	0		83,722	$ 34,638	49,084
Payroll - Sick	22,343	0		22,343	$ 9,244	13,099
Payroll - Vacation	90,838	0		90,838	$ 37,582	53,256
Payroll - Taxes	240,003	0		240,003	$ 99,296	140,707
Total Fringe Benefits	$ 717,107	$ (670)		$ 716,437	$296,411	$ 420,026
GENERAL OVERHEAD						
Indirect Labor	621,191	0		621,191	$257,005	364,186
Accounting & Legal	9,357	0		9,357	1,224	8,133
Advertising & Promotion	3,362	0		3,362	440	2,922
Auto Expense	60,665	(3,413)	31.205-6	57,252	7,489	49,763
Computer Service	6,288	0		6,288	822	5,466
Continuing Education	7,407	(972)	31.205-44	6,435	842	5,593
Convention & Seminars	5,144	0		5,144	673	4,471
Depreciation & Amortization	138,625	0		138,625	18,132	120,493
Dues, Memberships, Licenses	4,590	(320)	31.205-1	4,270	559	3,711
Employee Welfare	11,197	0		11,197	1,465	9,732
Equipment Rental	23,481	(1,622)	31.205-1	21,859	2,859	19,000
Insurance - Auto & Trucks	29,683	(2,908)	31.205-6	26,775	3,502	23,273
Insurance - General	204,035	(49,973)	31.205.19	154,062	20,151	133,911
Insurance - Workers' Comp	17,584	(5,455)	31.205.19	12,129	1,586	10,543
Miscellaneous Expenses	5,189	0		5,189	679	4,510
Office Supplies & Expenses	79,429	0		79,429	10,389	69,040
Postage & Delivery	15,557	0		15,557	2,035	13,522
Professional Fees	32,259	0		32,259	4,220	28,039
Rent - Building	100,173	0		100,173	13,103	87,070
Repairs & Maintenance	42,831	0		42,831	5,602	37,229
Subscriptions	6,178	0		6,178	808	5,370
Survey Supplies	24,318	0		24,318	3,181	21,137
Taxes	11,923	0		11,923	1,560	10,363
Telephone	38,299	0		38,299	5,010	33,289
Travel	15,476	(65)	31.205-46	15,411	2,016	13,395
Utilities	20,732	0		20,732	2,712	18,020
Gain on Sale of Assets	(500)			(500)	(65)	(435)
Contributions	698	(698)	31.205-8	0	0	0
Entertainment	9,851	(9,851)	31.205-14	0	0	0
Total General Overhead	$1,545,022	$ (75,277)		$ 1,469,745	$367,997	$ 1,101,748
Indirect Cost Overhead Rate				95.30%	70.07%	113.26%

Notes:
(1) Indirect salaries were allocated to field office on the basis of direct labor.
(2) Indirect expenses were allocated to field office based on a ratio of allocated indirect salaries to total home office salaries (Home Office Direct Labor plus Total Indirect Labor) resulting in 13.08 % to the field.
Fringe Benefit Allocation: Field = 31.26% of Field DL Home = 31.26% of Home DL
General OH Allocation: Field = 38.82% of Field DL Home = 82.06% of Home DL

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   A. Automated verification checks on alien employees by electronic means, and
   B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

Attachment 2

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Kendall Kilpatrick (affiant) who, being duly sworn says as follows:

~~President~/CEO of Thompson Engineering, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for Thompson Engineering, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Thompson Engineering, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.

CEO of Thompson Engineering, Inc.

Sworn to and subscribed before me this the 22 day of September 2025

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

DANA MARTIN GLASS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Feb. 01, 2027

thompson
ENGINEERING

August 11, 2025

Mr. Guy O'Connor, P.E.
Project Manager
City of Mobile Engineering Department

Subject:STPMB-7533 (601) Dauphin Street Improvements
Proposed Staffing Plan

Dear Mr. O'Connor:

The following employees are submitted for consideration for approval for use on the above-mentioned project:

Name	Position	Hourly Rate per Contract
Nick Hartman	Project Manager	$44.00
Sherif Hassan	Senior Inspector	$36.60
Thomas Moran	Level II Inspector	$29.40
TBD	Level I Inspector	$22.00
Morgan Johnson	Level II Inspector (Office)	$30.45
Teah Berry	Administrative Assistant	$22.00
Jay Davison	Professional Engineer	$54.00

Resumes are attached to this letter.

If you have any questions or need additional information, please do not hesitate to contact me at (251) 327-7122 or by email at jdavison@thompsonengineering.com.

Sincerely,
THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
Alabama CEI Division Leader

2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY



NICK HARTMAN, PE, CBI

PROJECT MANAGER

YEARS OF EXPERIENCE

Thompson: 24 years
Total: 24 years

EDUCATION

BS, Civil Engineering, Auburn University, 1999

REGISTRATIONS

Professional Engineer (PE):
AL #26720
MS #18987
FL #72028
LA #43049
Tx #132179

Certified Bridge Inspector (CBI):
Alabama #563

PROFESSIONAL CERTIFICATIONS

QCI
ACI Level 1
ALDOT Concrete Technician
ALDOT Roadway Technician
ALDOT Radiation Safety
Temporary Traffic Control Certification

Senior Inspector / Office Engineer / Project Engineer – Mr. Hartman has over 24 years of construction engineering experience with various state and local transportation projects. Responsible for all inspectors on project and operations. Regulates duties and checks for compliance and documentation of all work items performed by the contractor. Ensures conformance to the plans, specifications, standards, and special provisions. Works as a liaison between the Owner and the contractor and inspectors. Solves problems and provides corrections and solutions. Performs required tests on concrete, asphalt, and other materials, as required. Takes cross-section of all required items and checks evaluations and grades as needed. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checked and provided documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual.

PROJECT EXPERIENCE

CITY OF MOBILE, IN-SERVICE BRIDGE INSPECTIONS, MOBILE, AL – Team leader providing inspections and coordinating all Thompson inspection teams for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 129 bridges, and culverts throughout the City of Mobile. Also supervised underwater inspections performed by a subcontractor.

ALDOT/CITY OF MOBILE, MCGREGOR AVE WIDENING AIRPORT TO DAUPHIN - Serving as a Project Engineer of this $16,300,000 Widening (Grade, Drain, Culvert, Signals & Stripe) and Roundabout Project

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM ATHEY TO FOREST HILL - Serving as a Project Engineer of this $15,900,000 Widening (Grade, Drain, Culvert, Signals & Stripe) Project

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM SCHILLINGER TO CODY– Served as a Project Engineer of this $7,000,000 Widening (Grade, Drain, Culvert, Signals & Stripe) Project.

CITY OF MOBILE, RANGELINE DITCH AT EMOGENE STREET BRIDGE REPLACEMENT, MOBILE, AL, 2012 – Engineering Design and Construction Management on a Pre-Cast bridge and roadway approaches. Replaced a timber substructure bridge.

ESCAMBIA COUNTY, STPAA-0015(534/536), RESURFACING ON US-29, BREWTON, AL – Project Engineer for CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving.

ESCAMBIA COUNTY, STPAA-0015(535), RESURFACING THROUGH DOWNTOWN ON US-29, BREWTON, AL, – Project Engineer for CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving.

ESCAMBIA COUNTY, NH-0003(622), RESURFACING THROUGH DOWNTOWN ON US-31, BREWTON, AL – Project Engineer for CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving.



SHERIF HASSAN

SENIOR INSPECTOR

YEARS OF EXPERIENCE

Thompson 17 years
Total: 17 years

EDUCATION

BS, Engineering technology, University of West Florida, 2004

QUALIFICATIONS & TRAINING

QCI
ACI Level 1
ALDOT Concrete Technician
ALDOT Roadway Technician
ALDOT Radiation Safety
Earthwork Certification

PROFESSIONAL CERTIFICATIONS

QCI
ACI Level 1
ALDOT Concrete Technician
ALDOT Roadway Technician
ALDOT Radiation Safety
Temporary Traffic Control Certification

Mr. Hassan is a Level I Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He also performs field inspection duties on a daily basis, including bridge inspections, pipe inspections, roadway inspections, utility relocations, and storm water inspections. Mr. Hassan assists with the following engineering surveys: re-establishing centerline, right of way lines, easements, and computing earthwork quantities from cross-section

PROJECT EXPERIENCE

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM SCHILLINGER TO CODY – Served as a Senior Inspector of this $7,000,000 Widening Project.

ALDOT, I-10 RESURFACING FROM CAROL PLANTATION TO JUST WEST OF MCDONALD ROAD – Served as Senior Inspector of this $5,000,000 Resurfacing Project.

ALDOT, I-65 RESURFACING FROM MAIN STREET IN PRICHARD TO JUST NORTH OF AL-158 IN SARALAND – Served as a Senior Inspector of this $9,000,000 Resurfacing Project.

ALDOT, I-10 RESURFACING FROM THE BAYWAY TO HIGHWAY 59 – Served as an Inspector during construction of this $14,000,000 Resurfacing Project.

BALDWIN COUNTY, HPP-STPAA-STPNU-RECA-1702(905), FOLEY BEACH EXPRESS FROM US 90 TO CR 64, ROBERTSDALE, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridge and Signal construction in the widening of CR 83. The project consist of widening an existing two lane roadway into a divided four lane roadway, AASHTO girder bridges, box culvert construction and installation of a new traffic signal at the intersection of US 90. Cost 11 million. Contract time is 740 calendar days.

ALDOT, NHF-0042 (501), SR 42 RELOCATION, MOBILE COUNTY, AL – 7.965 miles grade, drainage, bridges and bridge culverts. Relocation of SR-42 (US-98) from the Mississippi State line to just east of CR-863 East of Wilmer. Contract totals $53,841,859.15 and provides 400 working days.

ALDOT, STPAA-7571 (600) – Responsible for ensuring specification compliance, daily documentation of Contractor activities, and performing field tests.

ALDOT, STPTE-TE 04922 & 03919, SIDEWALK AND DRAINAGE ALONG HWY 90, ROBERTSDALE, AL – Mr. Hassan tested materials and provided daily documentation for the City of Robertsdale for the grading and construction of new sidewalk, culvert extension and pedestrian bridges.



MORGAN JOHNSON

LEVEL II INSPECTOR/OFFICE

YEARS OF EXPERIENCE

Thompson: 7 years
Total: 7 years

QUALIFICATIONS & TRAININGS

QCI
ALDOT Roadway Technician
ALDOT Radiation Safety

Mrs. Johnson regulates duties and checks for compliance and documentation of all work items performed by the contractor. Solves problems in the absence of the project manager within my level of experience or brings to the project managers attention with possible corrections and solutions. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checks and provides documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual. Responsible for the upkeep of a detailed filing system for multiple projects. Answers questions and complaints from the public and/or directed them to superiors, if necessary. Checks all field books, cross sections, drainage binders, and calculated and compiled quantities for final estimates to be turned in for project acceptance. Is involved with weekly project meetings to address any problems or potential problems to promote the progress of the project.

PROJECT EXPERIENCE

ALDOT, FBD-NR21{916) MOBILE BAY FERRY DOCK REPAIRS (DAUPHIN ISLAND EAST DOCK) - Thompson Engineering is providing project management and CE&I services for the repairs to the Dauphin Island East Dock for the Mobile Bay Ferry. Cost: $1.1 million.

ALDOT/CITY OF MOBILE, STPMB-7508(600), WIDENING AND ROUNDABOUT INSTALLATION ON MCGREGOR AVE FROM AIRPORT BLVD TO DAUPHIN ST - Serves as an Office Manager of this $16 million project. The project consists of Grade, Drain, Pavement of Bridge Culvert, Retaining Wall, Traffic Signals, Lighting, and Traffic Stripe for the widening and Roundabout on McGregor Avenue from the junction of Airport Boulevard to the junction of Dauphin Street in Mobile.

ALDOT/CITY OF MOBILE, STPMB-7550(600), ZEIGLER BLVD ADDITIONAL LANES FROM ATHEY ROAD TO FOREST HILL DRIVE - Serves as an Office Manager of this project. The project consists of Grade, Drain, Base, Pave, Signals, and Bridge Culvert Extensions.

ALDOT, ATRP2-49-2020-049, INTERSECTION IMPROVEMENTS SR-188 AT CR-19 -Thompson Engineering is providing project management and CE&I services for the intersection improvements for a roundabout at SR-188 and Irvington Bayou la Batre Highway (CR-19). This includes grade, drain, base, pave, lighting, and traffic stripe. Cost: $1.7 million.

ALDOT, BR-0017(574), BRIDGE REPLACEMENT OVER BENNETT CREEK AND BRIDGE CULVERT REMOVAL ON SR-17 (US-45) IN CITRONELLE - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridge, Bridge Removal and Bridge Culvert Removal for Bennett Creek and SR-17 (US-45) in Citronelle. Cost: $4.9 million.

ALDOT, BR-0271(501), BRIDGE REPLACEMENT SR-217 - Thompson Engineering is providing project management and CE&I services for the replacement of the bridge on SR- 217 over Big Creek, southwest of Citronelle. Cost: $3.6 million.



TEAH POPE
ADMINISTRATIVE SUPPORT

YEARS OF EXPERIENCE
Thompson: 2 years
Total: 2 years

EDUCATION
BS, Marketing, University of South Alabama, Mobile, AL. 2022

Microsoft Office Specialist Associate certification

RELEVANT SKILLS
- Accounts Payable
- Conflict and Complain Resolution
- Staff Training
- Verbal and Written Communication
- Workflow Coordination
- Customer Service
- Data entry
- Microsoft Office
- Content Marketing
- Office Management
- Retail Management

Teah serves as administrative support for Thompson's CE&I Team. Mrs. Pope is responsible for performing clerical and office support activities necessary for the office to effectively operate its day-to-day operations. Manages and coordinates schedules. Prepares correspondence, reports, and other client related documents. Ensures accuracy and clarity of all outgoing materials. Sets up and maintains project and activity files. Prepares project set up information and profiles for billing purposes. Maintains records of Engineer's licensure, training, and certifications. Prepares agendas and meeting notes from in-house and pre-construction meetings. Assists in maintaining and tracking project expenditures. Tracks labor hours and labor expenses on assigned projects. Maintains Electronic Field Books and Certified Payrolls for projects.

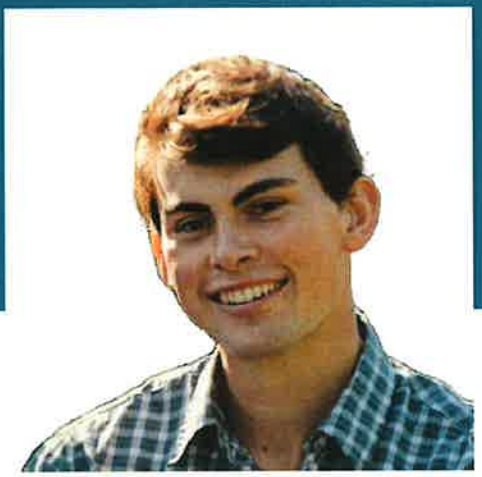
PREVIOUS EXPERIENCE

SR 217 OVER BIG CREEK BRIDGE REPLACEMENT, SW CITRONELLE - Thompson Engineering is providing project management and CE&I services for the replacement of the bridge on SR-217 over Big Creek, southwest of Citronelle. Cost is $3.6 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.

SR-17 OVER BENNETT CREEK BRIDGE & CULVERT REPLACEMENT, CITRONELLE - Thompson Engineering provides project management and CE&I services for the Grade, Drain, Base, Pave, Bridge, Bridge Removal and Bridge Culvert Removal for Bennett Creek and SR-17 (US-45) in Citronelle. The cost is $4.9 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.

ATRP2-49-2020-049, INTERSECTION IMPROVEMENTS SR-188 AT CR-19, BAYOU LA BATRE/IRVINGTON- Thompson Engineering is providing project management and CE&I services for the intersection improvements for a roundabout at SR-188 and Irvington Bayou la Batre Highway (CR-19). This includes grade, drain, base, pave, lighting, and traffic stripe. The cost is $1.7 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.

FBD-NR21(916) MOBILE BAY FERRY DOCK REPAIRS (DAUPHIN ISLAND EAST DOCK), DAUPHIN ISLAND - Thompson Engineering provides project management and CE&I services for the repairs to the Dauphin Island East Dock for the Mobile Bay Ferry. Cost is $1.1 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.



THOMAS MORAN

LEVEL II INSPECTOR

Thomas brings nearly a decade of construction industry experience to the Thompson Team. As a Level II Inspector Thomas' experience includes transportation construction, marine construction, and heavy equipment operation.

YEARS OF EXPERIENCE

Thompson: 2 years
Total: 9 years

EDUCATION

AS, Construction Engineering Technology, Mississippi Gulf Coast Community College

PREVIOUS EXPERIENCE

BREAKWATER MARINE CONSTRUCTION | BILOXI, MS: GENERAL LABORER

- Moved silt, mud, wood piles, and heavy timber materials manually and by using heavy equipment.
- Collected and removed debris from work sites to maintain team productivity and minimize safety hazards.
- Operated/worked on dredging and spud barges while building bulk heads & piers.

DANOS | GRAND ISLE, LA: PRODUCTION OPERATOR

- Troubleshoot issues with equipment and made repairs.
- Operated machinery, managed raw material, and logged production data.
- Installed compressors, pumps, meters, and piping.
- Conducted daily well tests and maintained regular monitoring of wells and equipment.
- Gathered daily production report readings and documented with Microsoft office.
- Tracked temperatures, levels, and flow meters.
- Observed control panels during pumping operations to monitor pressure, density, rate, and concentration.

SOUTHEASTERN ERECTORS | D'IBERVILLE, MS: GENERAL LABORER

- Transported, measured, cut, and installed steel framing and sheet metal materials.
- Followed blue print plans, orders, and technical specifications to complete accurate work that met project codes and quality standards.
- Signaled equipment operators to help align machinery movements and smoothly transfer materials.

M&K PROPERTY MAINTENANCE LLC | OCEAN SPRINGS, MS: PROPERTY WORKER

- Actualized strategic plans and managed equipment, lifecycles, and processes.
- Maintained and ran equipment such lawn care tool, zero turn mowers, tractors with finishing mowers, skid steers, street sweepers and trenchers.
- Transported and operated heavy equipment to perform various jobs, Equipment: gooseneck and flatbed trailers, skid steer, farm tractors, street sweeper, and zero-turn mowers.



JAY DAVISON, PE, CBI

CE&I TEAM LEAD

Mr. Davison has the training, background, experience, capability and support to give Escambia County the exemplary level of service necessary to complete Construction Engineering and Inspection management. He is well-known within his field, having successfully completed projects for ALDOT, cities and counties throughout southwest Alabama. Mr. Davison has 19 years of engineering and construction experience and is currently responsible for over 50+ CE&I project managers and inspectors.

YEARS OF EXPERIENCE

Thompson: 19 years
Total: 19 years

EDUCATION

BS, Civil Engineering, University of Alabama, 2005

REGISTRATIONS

Professional Engineer (PE):
AL #31603
GA #050465
MS #21128
TX #124026
LA #43010
NC # 57589

Certified Bridge Inspector (CBI):
Alabama #827

PROFESSIONAL AFFILIATIONS

AGC
ARBA
AAPA
ASHE

PROJECT EXPERIENCE

CITY OF MOBILE, BRIDGE INSPECTIONS, MOBILE, AL, 2009, 2011, 2013, 2015, 2017 & 2019 – Completed field work and served as Project Manager for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 124 bridges, and culverts throughout the City of Mobile. Inspections include substructure, superstructure, and deck and channel condition ratings. Thompson supervises underwater surveys where necessary. Inspections are performed by a three-person team consisting of a Certified Bridge Inspector and two Engineering Technicians. Detailed reports are prepared consisting of completed ALDOT ABIMS forms, scour assessment and stream profile measurements, maintenance/repair estimates, and detailed field notes and pictures describing any deficiencies.

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM SCHILLINGER TO CODY – Served as Project Manager of this $7,000,000 Widening Project.

CITY OF MOBILE ENGINEERING, SEABREEZE DRIVE DRAINAGE IMPROVEMENTS, MOBILE, AL – Thompson Engineering provided a detailed study of a drainage system that included a concrete ditch. From the study it was determined that repairs were needed. Once the site problems were defined, Mr. Davison completed the drainage study and construction drawings.

MOBILE COUNTY COMMISSION, SCHILLINGER ROAD RESURFACING, MOBILE, AL – Assisted on-site inspectors during construction as well as gathering final documentation for the project. The project includes milling and resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation, pavement striping and raised pavement markers and intersection improvements.

MOBILE COUNTY COMMISSION, AIRPORT BOULEVARD RESURFACING, MOBILE, AL – Assisted on-site inspectors during construction as well as gathering final documentation for the Airport Boulevard resurfacing project from Snow Road west to the Mississippi State line. The project includes surveying, clearing, patching, leveling, milling, resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation, pavement striping and raised pavement markers, guardrail, and intersection improvements.

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

July 23, 2025

Suzanne Holston
Thompson Engineering, Inc. and Watermark Design Group, LLC
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606

Subject: 2024 CPA's Indirect Cost Rate Audit Workpaper Review
Report Number: A25-CPAWP-47

Dear Mrs. Holston,

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rates of Thompson Engineering, Inc. and Watermark Design Group, LLC for the fiscal year ended December 31, 2024, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm of Warren Averett, LLC, Certified Public Accountants. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rates, and the related Accountant's Report, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates for the fiscal year ended December 31, 2024.

Description	Rate
Home Office Indirect Cost Rate	159.43%
Field Office Indirect Cost Rate	123.64%
FCCM Rate	0.508%

According to 23 CFR 172.7(d), pursuant to 23 U.S.C. 112, ALDOT will provide the results of this indirect cost rate approval along with any supporting documentation to any other State Department of Transportation or Federal Highways Administration office.

Sincerely Yours,

Alex Hetzel
External Audit Supervisor
Alabama Department of Transportation

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL

Construction Engineering and Inspection	$985,766
Soils Laboratory Services	$13,051
Asphalt Laboratory Services	$4,844
Additional Design Support Services	$23,995
Post Design Services (Mott MacDonald/Sain)	$83,990
Field Surveying Services (Wattier)	$20,995
GRAND TOTAL NEGOTIATED FEE	**$1,132,641**

Home Office Indirect Cost Rate (%) >>>>>>>>>	159.43
Field Office Indirect Cost Rate (%) >>>>>>>>>>	123.64
Facilities Capital Cost of Money (if used) >>>>>>	0.508

LABOR RATES

Classification	Daily Rate
Project Manager	$352.00
Senior Inspector	$292.80
Level II Inspector Office	$243.60
Level II Inspector	$235.20
Level I Inspector	$176.00
Technician	$184.00
Administrative Assistant	$176.00
Professional Engineer	$432.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Labor Rates included are weighted average rates per classification for proposed staff to obtain the Negotiated Fee. Actual raw labor rates for staff assigned to the project will be invoiced. Sub-Consultants for Post Design and Survey Services will invoice burdened rates per classification as shown in their fee proposals.

Project No. STPMB-7533 (601)
County Mobile
Description Dauphin Street Improvements
Scope of Work Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (275 Working Day Project Duration)
Consultant Thompson Engineering

Proposed Man-Days	Project Manager	Senior Inspector	Level II Inspector Office	Level II Inspector	Level I Inspector	Technician	Administrative Assistant	Professional Engineer
Task 1: Construction Engineering and Inspection	236.00	385.00	105.00	385.00	345.00	0.00	52.00	32.00
Task 1A: Project Startup (4 Weeks)	8.00	20.00	10.00	20.00	0.00	0.00	4.00	4.00
Task 1B: Initial Construction (4 Weeks)	16.00	20.00	10.00	20.00	20.00	0.00	4.00	4.00
Task 1C: Peak Operations (65 Weeks)	200.00	325.00	65.00	325.00	325.00	0.00	40.00	24.00
Task 1D: Project Closeout (4 Weeks)	12.00	20.00	20.00	20.00	0.00	0.00	4.00	0.00
Task 2: Soils Laboratory Services	See Attached Unit Pricing for Soil Testing on Page 5			0.00	0.00	12.00	6.00	0.00
Task 3: Asphalt Laboratory Services	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00
Task 4: Additional Design Support Services	See Attached Thompson Rate Schedule and Fee Proposal							
Task 5: Post Design Services (Mott / Sain)	See Sub-Consultant Rate and Fee Schedule							
Task 6: Field Surveing Services (Wattler)	See Sub-Consultant Rate and Fee Schedule							
TOTALS	**236.00**	**385.00**	**105.00**	**385.00**	**345.00**	**22.00**	**58.00**	**32.00**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	236.00	$ 352.00	$ 83,072.00
Senior Inspector	385.00	$ 292.80	$ 112,728.00
Level II Inspector Office	105.00	$ 243.60	$ 25,578.00
Level II Inspector	385.00	$ 235.20	$ 90,552.00
Level I Inspector	345.00	$ 176.00	$ 60,720.00
Technician	0.00	$ 184.00	$ -
Administrative Assistant	52.00	$ 176.00	$ 9,152.00
Professional Engineer	32.00	$ 432.00	$ 13,824.00
	Total Direct Labor		$ 395,626.00
Field Office Indirect Cost Rate (%)	123.64		$ 489,151.99
		Sub-Total	**$ 884,777.99**
Profit (10%)			$ 88,477.80
		Sub-Total	**$ 973,255.79**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
		Sub-Total	**$ 973,255.79**
Out-of-Pocket Expenses			$ 10,500.00
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 2,009.78
		TOTAL FEE	**$ 985,765.57**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Mileage Reimbusement	Miles/Month	# People	Months	$/Mile	Total
Construction Engineering and Inspection	250	4	15	$0.700	$ 10,500.00
					$ -
				Total Mileage Cost	**$ 10,500.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 10,500.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction Cost	**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 10,500.00**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Soil Field and Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager	0.00	$ 352.00	$	-
Senior Inspector	0.00	$ 292.80	$	-
Level II Inspector Office	0.00	$ 243.60	$	-
Level II Inspector	0.00	$ 235.20	$	-
Level I Inspector	0.00	$ 176.00	$	-
Technician	12.00	$ 184.00	$	2,208.00
Administrative Assistant	6.00	$ 176.00	$	1,056.00
Professional Engineer	0.00	$ 432.00	$	-
	Total Direct Labor		$	3,264.00
Field Office Indirect Cost Rate (%)	123.64		$	4,035.61
Out-of-Pocket Expenses			$	-
		Sub-Total	$	**7,299.61**
Profit (10%)			$	729.96
		Sub-Total	$	**8,029.57**

Soils Laboratory Testing Unit Pricing	**Test Fee**	**No. of Tests**	**Cost**
Atterberg Limit with Moisture Content	$ 75.00	6	$ 450.00
Sieve Analysis	$ 70.00	6	$ 420.00
Standard Proctor (Soil)	$ 100.00	6	$ 600.00
Standard Proctor (Stone)	$ 150.00	2	$ 300.00
Modified Proctor (Soil)	$ 110.00	6	$ 660.00
Modified Proctor (Stone)	$ 158.00	2	$ 316.00
Classfication (AASHTO)	$ 155.00	8	$ 1,240.00
Classification (Topsoil)	$ 155.00	2	$ 310.00
Moisture Content	$ 13.50	2	$ 27.00
Topsoil	$ 125.00	2	$ 250.00
Contingency (10%)			$ 432.30
		Sub-Total	$ **5,005.30**
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 16.58
		TOTAL FEE	$ **13,051.45**

Lab tests not specifically listed in proposal but necessary to perform will be billed at Thompson Engineering's standard fee schedule. The current fee schedule for 2025 is attached.

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Asphalt Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 352.00	$ -
Senior Inspector	0.00	$ 292.80	$ -
Level II Inspector Office	0.00	$ 243.60	$ -
Level II Inspector	0.00	$ 235.20	$ -
Level I Inspector	0.00	$ 176.00	$ -
Technician	10.00	$ 184.00	$ 1,840.00
Administrative Assistant	0.00	$ 176.00	$ -
Professional Engineer	0.00	$ 432.00	$ -
	Total Direct Labor		$ 1,840.00
Field Office Indirect Cost Rate (%)	123.64		$ 2,274.98
Out-of-Pocket Expenses			$ 280.00
		Sub-Total	**$ 4,394.98**
Profit (10%)			$ 439.50
		Sub-Total	**$ 4,834.48**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 4,834.48**
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 9.35
		TOTAL FEE	**$ 4,843.83**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (Asphalt Laboratory Services)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Total	10	40	$0.700	$ 280.00
			Total Mileage Cost	**$ 280.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 280.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 280.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

thompson
ENGINEERING

STPMB-7533 (601) Dauphin Street Improvements
Sage Avenue to West of I-65 and Springhill Memorial Hospital
Rate Schedule and Fee Proposal for Additional Design Support Services

Classification	Hourly Rate
Senior Engineer	$220
Project Engineer	$175
Engineering Associate	$117
Senior Designer	$130
Designer	$106

Estimated Hours by Classification

Senior Engineer	8 Hours @ $220/Hour =	$1,760.00
Project Engineer	40 Hours @ $175/Hour =	$7,000.00
Engineering Associate	45 Hours @ $117/Hour =	$5,265.00
Senior Designer	40 Hours @ $130/Hour =	$5,200.00
Designer	45 Hours @ $106/Hour =	$4,770.00
	Total Fee =	$23,995.00

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

STMP-7533(601)

Dauphin Street - Sage Avenue to west of I-65 at Springhill Mem. Hospital

Below are Mott MacDonald's estimated rates and manhours to perform the requested construction assistance tasks for the above project. Tasks are anticipated to be responding to Rfl's, making requested plan changes, attending meetings and general coordination.

Classifications	Hourly Rate
Principal Project Manager	$285.00
Principal Engineer	$235.00
Engineer III	$135.00
Designer IV (CADD)	$120.00
Administrative Assistant	$ 80.00

Estimated Hours by Classification				
Principal Project Manager	18	hrs. @	$285.00	$ 5,130.00
Principal Engineer	96	hrs. @	$235.00	$22,560.00
Engineer III	84	hrs. @	$135.00	$11,340.00
Designer IV (CADD)	125	hrs. @	$120.00	$15,000.00
Administrative Assistant	12	hrs. @	$80.00	$ 960.00
			Total Fee	$54,990.00
			Thompson Engineering Sub-Consultant Administrative Expense (5%)	$2,749.50
			Grand Total Fee	**$57,739.50**

SAIN ASSOCIATES

MEMORANDUM

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
Fax: (205) 728-2007
www.sain.com

TO: Jay Davison, P.E.
Thompson Engineering

FROM: Jeff Stephenson, P.E., PTOE

DATE: June 30, 2025

SA #: 250184

SUBJECT: Estimated Hours and Rate Schedule
STPMB-7533 (600) Dauphin Street
Mobile, AL

Below is our proposed schedule of estimated hours and rates for Traffic Engineering Design Support for your CE&I efforts on project STPMB-7533 (600) Dauphin Street in Mobile.

Classification	Est. Hours	Hourly Rate	Total
Principal	5.2	$ 240.00	$ 1,248.00
Project Manager/Engineer	52.0	$ 190.00	$ 9,880.00
Engineering Designer	84.0	$ 145.00	$ 12,180.00
Administrative	4.0	$ 98.00	$ 392.00
Expenses (2 overnight trips to Mobile x 2 staff)			$ 1,300.00
Total:			$ 25,000.00

Thompson Engineering Sub-Consultant Administrative Expense (5%) $1,250.00

Grand Total Fee **$26,250.00**

WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

RATE SCHEDULE FOR
STPMB-7533 (600) DAUPHIN STREET
CONSTRUCTION
June 24, 2025

Classification	Hourly Rate
1 Man GPS/Robotic Survey Crew	$145/hr.
2 Man Survey Crew	$190/hr.
Survey Technician/CADD Technician	$ 80/hr.
Sr. Survey Technician/CADD Technician	$ 95/hr.
Licensed Professional Land Surveyor	$160/hr.
Clerical	$ 50/hr.

Estimated Hours by Classification:

1 Man GPS/Robotic Survey Crew	80.0 hrs. @ $145/hr. =	$11,600
2 Man Survey Crew	16.0 hrs. @ $190/hr. =	$ 3,040
Survey Technician/CADD Technician	14.5 hrs. @ $ 80/hr. =	$ 1,160
Sr. Survey Technician/CADD Technician	13.0 hrs. @ $ 95/hr. =	$ 1,235
Licensed Professional Land Surveyor	16.0 hrs. @ $160/hr. =	$ 2,560
Clerical	8.0 hrs. @ $ 50/hr. =	$ 400
Estimated Total Fee:		$19,995
Thompson Engineering Sub-Consultant Administrative Expense (5%)		$999.75
Grand Total Fee		**$20,994.75**

4318 Downtowner Loop North, Suite H; Mobile AL 36609
(251) 342-2640

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION
DIRECTOR

Mr. Guy O'Connor, P.E.
Project Manager
Engineering Department
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Project No. STPMB-7533(601)
Additional Lanes of Dauphin Street from Sage Avenue to West of I-65 at Springhill Memorial Hospital
City of Mobile

We are in receipt of the man-day & fee proposal, draft agreement, certification of final indirect costs, and Schedule of Direct Labor, Fringe Benefits and Indirect Cost submitted for Thompson Engineering Services, to provide construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable fee of $1,132,641.00. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

If you have any questions, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: Stephanie Dragotta
Stephanie Dragotta, P.E.
Local Transportation Engineer-Mobile

SAD/crj
Attachment
c: Mr. Brad Lindsey, P.E. (letter only)
File w/ Attachment

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778-03	2/1/2025	2/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP 3534779-03	2/1/2025	2/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WC 3534777-03	2/1/2025	2/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT 2018-3005-26 | STPMB-7533(601): Dauphin Street (SMC-Sage)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Swaden

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO3534778-03	Effective Date: 02/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1027652463 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab	Y	Y	C1D697250901	2/1/2025	2/1/2026	Per Claim/Agg	$2 mil/$2 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.
RE: Project 2018-3005-26; ALDOT Project Number STPMB-7533 (601); Access Management and signal upgrades on Dauphin Street from west of I-65 at Springhill Memorial Hospital to Sage Avenue
Umbrella is follow form the additional insured and waiver of subrogation, Primary and non-contributory wording and cancellation endorsements of the underlying GL, AL and EL policies. The professional policy provides additional insured and waiver of subrogation when required by written contract.

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
1 yr contract renewable for 2 addl 1 yr periods with Bagby & Russell Electric Co. Inc., to provide citywide Security Camera maintenance services.

Amount of Contract:
As needed @unit pricing NTE $1M/year

Funding Source
General fund.

ATTACHMENTS:
1. 2025 Agenda Package Bagbysigned SecurityCamMaint

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: September 30, 2025 (Date) Item No. _____

Submitted by: Public Safety/MPD (Department) _____ (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Rob Lasky (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Security Camera Maintenance Services

PURPOSE & SCOPE OF PROJECT:

1 yr contract renewable for 2 addl 1 yr periods with Bagby & Russell Electric Co. Inc., to provide citywide Security Camera maintenance services.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed @unit pricing NTE $1M/year

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: 2026 Amount: Approx $1M/yr

Future years
Year: 2027, 2028 Amount: Approx $1M/yr

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): 1 year after signature.

If not bid, state reason: City solicited competitive proposals. Exempt from bid Ala Code 41-16-51(a)(13)

How many bidders received bid packages (if applicable): advertised

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:
Selected according to widest range of service options at best value to City.

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Bagby & Russell Electric Company, Inc. , in the amount not to exceed $1,000,000.00 per year, for twelve months, and renewable without further action required by City Council for two additional twelve month periods, as appropriated funds are available, for security camera maintenance services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**Bagby & Russell Electric Company, Inc.** **5500 Plantation Road** **Theodore, AL 36582** **City Business License Nos.: 238211, 561621** **General Contractor License No: 16370** **Alabama Electrical Contractor License No: 05334** **Alabama Electronic Security Board License No: 26-001531**
For the following Project:	**Security Camera Maintenance Services**

STANDARD SERVICES AGREEMENT
SECURITY CAMERA MAINTENANCE SERVICES
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Bagby & Russell Electric Company, Inc., hereinafter referred to as “Contractor."

This Agreement, including its Exhibits attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Proposals (RFP) 5954, Security Camera Maintenance Services, on June 16, 2025, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR’S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Security Camera Maintenance Services in accordance with the Scope of Services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the Scope of Services, which are incorporated herein as **Exhibit A** as initiated by a specific task order / request for service.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the Scope of Services incorporated herein as **Exhibit A**, following the fee schedule / compensation rate established in Section two (2) of **Exhibit A**, in an amount not to exceed $1,000,000.00 per year.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety

requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 LIQUIDATED DAMAGES

This section left blank.

11.0 FORCE MAJEURE

11.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

12.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

12.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

12.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the City, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

13.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

13.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar

days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.2 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.3 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.4 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Executive Director, Public Safety, or the Director's designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:
CITY:
City of Mobile
c/o Executive Director, Public Safety
As: City's Authorized Agent
P.O Box1827
Mobile AL 36644

CONTRACTOR:

Keith Vaughn, Project Manager
Bagby & Russell Electric Co, Inc
5500 Plantation Road
Theodore, AL 36582

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In

the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials and equipment thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

20.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

21.0 CURE PLAN

21.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

22.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

24.1 Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

25.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race,

creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program as Exhibit C Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

27.0 MISCELLANEOUS

27.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

27.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

27.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

27.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

27.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

27.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

27.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

27.17 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

27.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

27.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

27.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Bagby & Russell Electric Co, Inc.

Signature _____

Printed Name RICHARD A RUSSELL
PRESIDENT

Title: _____

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that

(name) RICHARD A RUSSELL, as [title] PRESIDENT of Contractor, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 11th day of September, 2025

(SEAL)

ELIZABETH COWART
My Commission Expires 09-20-2026
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

Elizabeth Cowart
Notary Public
My Commission Expires: 09/20/2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES
EXHIBIT B: CITY INSURANCE REQUIREMENT, CONTRACTOR EVIDENCE OF INSURANCE
EXHIBIT C: E-VERIFY IF APPLICABLE

EXHIBIT A SCOPE OF SERVICES

I. Scope of Services: The City of Mobile operates over 1500 public facing security cameras throughout the City. The City expects this number to grow to nearly 3000 within a year. These cameras provide a critical piece of the City's efforts to protect persons and property, promote public confidence in the safety of City public spaces, deter illegal activity, and investigate recorded incidents. These cameras are effective only if they remain reliably selected, placed, and operational. To achieve this, the City requires the on-call Contractor support to timely, reliably, efficiently, and effectively install, diagnose, repair, replace cameras and equipment as needed. Contractor is to provide the following services as needed to meet the City's overall:

1. Repair, replacement, or new installation services for cameras or systems. Services to include
a. Installation and performance test of new security cameras in accordance with manufacturer and industry standard requirements. City will provide Contractor minimum equipment performance specifications, and may require use of specific make/model equipment.
b. Repair or replacement of deficient cameras or equipment discovered during regular maintenance.
c. Warranty repair or replacement services for equipment installed by Contractor. Contractor will provide or cause to be provided all manufacturer warranty support for equipment sourced by the Contractor, and will provide one-year warranty for all other labor and materials provided by the Contractor.
d. Acquisitions of all parts and equipment necessary to accomplish the above, unless otherwise provided by the City.
e. Call-out diagnostic and repair services based on camera criticality score to be set by the City:
(1) Red: Two hour on-site response
(2) Yellow: Six-hour on-site response
(3) Green: 24-hour on-site response
(4) White: 48-hour on-site response (or next business day, whichever is later).

2. Event support
a. Pre-event survey of event-associated cameras and supporting equipment for City identified events. Events to be identified by City with a minimum 72-hours notice to Contractor.
b. Acquisition and installation of temporary cameras and supporting equipment identified by the City as desired for designated events.
c. Heightened standby support and repair services for designated events.

3. Enter maintenance and equipment data into City provided "live" inventory database for any services provided for supported camera systems. City has a draft inventory of cameras and locations listed in that City will maintain either through its Nexgen, Genetec, or similar software database. Data fields that may be required for Contractor to provide or update include:
a. Location
b. Equipment on site (manufacturer, model, firmware version, type- IP/analog)
c. Installation and maintenance history
d. Performance functions of camera
e. Status
f. Network location / MAC address

g. Data storage location
h. Photograph of equipment

4. General technical advice and support. Assist the City in monitoring and improving the reliability and performance of the camera system.

5. Additional information: The City intends to implement a new commercial Citywide camera control and storage software solution that will support City use of cameras being maintained by Contractor. City expects that it will provide Contractor access to the City's control software, which may be Genetec Security Center or a similar product.

6. Tasking process: City and Contractor will develop a notification, task, response, and report protocol that provides the most efficient and effective service to the City.

7. Professionalism, markings: Contractor will perform all services in a professional manner, in accordance with all applicable industry and professional standards. Contractor personnel and equipment will be uniformed and marked with readily identifiable Contractor name and branding.

8. Confidentiality and security: Contractor and all employees and subcontractors will be required to maintain Confidentiality regarding all aspects related to City camera specifications, networks, data, or locations. City reserves the right to conduct security screenings and background checks on any Contractor employee, and to require the removal of any Contractor employee from performing services associated with this Agreement for any reason at the City's sole discretion.

II. Compensation.

1. City will pay Contractor for tasks assigned and completed.

2. Contractor will invoice the City weekly for maintenance and repair services performed the previous week. Invoices will be in a format mutually agreed upon to identify the work performed, location of service, hourly rates, and supplies and equipment provided. City will review and promptly pay such invoices, but retains the discretion to return invoices for clarification and reject payment for tasks not documented or completed.

2. Payment will be based on an hourly rate for camera service visits, plus costs for materials and equipment except when City has pre-purchased such equipment and materials and provided them for Contractor's use. Hourly rates will be based upon on-scene (not transport) service time. For service calls beyond two hours or requiring equipment exceeding $250, City may require Contractor to provide a price estimate and receive City approval before performing work.

3. Contractor will be paid by the job for new camera installation or identified event support. Contractor will provide an estimate for City approval before performing such work. Changes to the estimate will require additional City approval when encountered. Contractor may invoice for such work separately from weekly maintenance and repair services, or may include in weekly invoices, upon mutual agreement with the City.

4. City will pay Contractor the following labor rates based on Contractor on-site time and time of day. All Labor hours will be pro-rated to the nearest 30-minute increment, with a minimum one-hour charged per call. "Per call" refers to all work at the same geographic address, facility, building, or park. Hourly rates to be inclusive of all vehicles, tools, equipment, and safety / traffic controls, and Contractor overhead to perform the work.

Monday through Friday, 7:00 a.m. – 4:00 p.m.
Technician $80.00 per hour
Helper / Apprentice $55.00 per hour

Sunday, Saturday, Monday through Friday 4:01 p.m. to 6:59 a.m.
Technician $115.00 per hour
Helper / Apprentice $80.00 per hour

City Holidays 12:01 a.m. to 11:59 p.m.
Technician $160.00 per hour
Helper / Apprentice $110.00 per hour

5. City will pay Contractor the following rates for supplies and equipment provided by Contractor in performance of services under the Agreement. The City always retains the option to separately purchase any supplies and equipment to provide for Contractor use in providing Contract services, except that Contractor may require City to provide specific make/model items when in its professional discretion, a City-proposed supply item is not consistent with prudent and safe electrical professional standards.

Materials and Supplies may be billed as used at Contractor's actual cost (including any discounts received by Contractor from reseller) + 15% overhead + 10% profit.

Specified equipment may be billed at 20% discount of MSRP.

City and Contractor may agree for Contractor to purchase and hold for use on City projects inventory of mutually agreed upon stock supplies. Contractor may invoice for City pre-payment of such materials.

EXHIBIT B INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

A. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

1. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:
Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project.

2. COMMERCIAL GENERAL LIABILITY: Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:
a. $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
b. $1,000,000 Products/Completed Operations aggregate
c. $1,00,000 Bodily Injury per person/organization
d. $2,000,000 general aggregate per project

3. AUTOMOBILE LIABILITY: Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

4. PROFESSIONAL LIABILITY INSURANCE: Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

5. COMMERCIAL UMBRELLA LIABILITY: Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, and Automobile Liability policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

6. CERTIFICATES OF INSURANCE: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile.. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

7. ADDITIONAL INSUREDS: These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

a. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

8. INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS: Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

9. CANCELLATION: Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

10. WAIVER OF SUBROGATION: Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

CONTRACTOR INSURANCE CERTIFICATE

REV.04/01/2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kirsten Crosby
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No): E-MAIL ADDRESS: kcrosby@turnerfirst.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bagby & Russell Electric Co., Inc. 5500 Plantation Rd. Theodore, AL 36582	INSURER A : Zurich American Insurance Co.	16535
	INSURER B : Travelers Property Casualty Co	25674
	INSURER C : Beazley Insurance Co., Inc.	37540
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO593896715	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593896815	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-7R076893-25-NF	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC593896615	2/1/2025	2/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Incident			SRPL20094500	2/1/2025	2/1/2026	Occurrence/Aggregate	2,000,000
C	Professional Liab			SRPL20094500	2/1/2025	2/1/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile Security Camera Maintenance

The City of Mobile and their officers, directors and employees are named as additional insured on a primary & non contributory basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

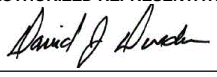
CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Waiver Of Subrogation (Blanket) Endorsement

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593896715	02/01/2025	02/01/2026	02/01/2025		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO593896715	Effective Date: 02/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896815	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Notification to Others of Cancellation

ZURICH

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896815	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH	30
COMPANY	

All other terms and conditions of this policy remain unchanged.

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Policy Number: BAP593896815

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2025	Countersigned By:
Named Insured: Bagby & Russell Electric Co.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2025 Policy No. WC593896615 Endorsement No.

Insured Bagby & Russell Electric Co. Premium $

Insurance Company Countersigned By _____

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Blanket Notification to Others of Cancellation or Non-Renewal

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO593896715	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2025** Policy No. **WC593896615** Endorsement No.**001**
Endorsement Exp: **02/01/2026** Premium $ **INCL**
Insured **Bagby & Russell Electric Co.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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EXHIBIT C E-VERIFY DOCUMENTATION

E-Verify

Company ID Number: 402828

Approved by:

Employer BAGBY & RUSSELL ELECTRIC CO., INC.	
Name (Please Type or Print) ROSEMARY S LEMASTER	Title
Signature Electronically Signed	Date 03/22/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/22/2011

Page 13 of 17 E-Verify MOU for Employers | Revision Date 05/01/13

E-Verify

Company ID Number: 402828

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	BAGBY & RUSSELL ELECTRIC CO., INC.
Company Facility Address	5500 Plantation Rd Theodore, AL 36582
Company Alternate Address	P.O. Box 699 Theodore, AL 365900699
County or Parish	MOBILE
Employer Identification Number	630942738
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

E-Verify

Company ID Number: 402828

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-Verify

Company ID Number: 402828

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	CHRISSY FULLER
Phone Number	2513445987
Fax	2516536353
Email	chrissy@baqrus.com

Name	LYONS A WALSH
Phone Number	2513445987
Fax	2513440308
Email	art@baqrus.com

SCORE SHEET FOR RFP 5954 Security Camera Maintenance

	Convergint	**Vision Security Technologies**	**Bagby & Russell**	**Logista**	**First Choice Security**	**ProtecVideo**
Experience, prior performance, capacity & qualifications **35 points**	18	23	32	29	20	26
Plan to provide services **25 points**	11	15	23	20	13	17
Cost effectiveness **40 points**	18	23	35	30	21	26
Total	47	61	90	79	54	69

City of Mobile

Request for Proposals

Addendum 1 to RFP Number: 5954

Security Camera Maintenance Services

The City of Mobile is seeking proposals for Security Camera Maintenance Services.

The City is providing this Addendum 1 in response to questions received regarding the original RFP.

The due date for submitted written proposals has been extended to 4:00 pm, July 25, 2025. *Submit one paper original and one digital copy (CD or flash drive) of the proposal*.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

QUESTIONS AND ANSWERS:

The follow are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFP requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Confirmation on the operational camera status? How many cameras in the system are currently down?

Answer: The City does not have an accurate status of all cameras at this time. This contract is one way the City will improve its camera status reporting.

2. If the contractor is expected to provide camera hardware, does 'at cost' refer to the contractor's acquisition cost, or will the City require use of a separate procurement process or pre-negotiated pricing? Please define "at cost".

Answer: Proposers should define their pricing model in their pricing proposal.

3. Based on system health and current activity, how many hours per week is expected for routine maintenance?

Answer: Unknown at this time.

4. How frequently will special events occur? Monthly? Semi- Annually?

Answer: The planned events such as Mardi Gras, Holiday parades, etc., might need service requests and will be communicated ahead of time. Unexpected events such as protests, gatherings, critical incidents, may have a ASAP priority which would be rare. See color coding response levels.

5. Will the City allow for service fees associated with holiday work and overtime labor to be listed as a separate line item or category within the pricing structure?

Answer: Proposers should define their pricing model in their pricing proposal.

6. Will a certain level of spare parts or backup inventory be the responsibility of the vendor? If so, at what quantities?

Answer: Contractor will be expected to meet the service levels in Paragraph II.1.e. Specific inventory requirements will be coordinated with the City during contract performance.

7. Will there be an emergency contact or escalation protocol established for after-hours service requests?

Answer: Yes.

8. Will contractors have full access to the platforms systems?

Answer: Yes

9. Will the City be open to new camera maintenance software?

Answer: Yes.

10. Will the City be open to a demonstration of the Eagle Eye VMS as a possible city-wide software solution.

Answer: Not at this time.

11. Is there a higher priority placed on existing non-operational sites over new site installations, and what is the expected timeline for those operations?

Answer: Those issues will be budgeted out and planned.

12. Will the City establish a defined budget to serve as a guideline for ongoing system management, routine maintenance, and operational services?

Answer: Yes.

13. Are there any additional systems tied into the cameras (e.g., access control, emergency intercoms)?

Answer: Generally no.

14. Who is the primary point of contact for this contract (department or individual)?

Answer: Mobile Police Department

15. Is there any materials or equipment, that are banned or required not to use on this contract?

Answer: The City intends only to use NDAA compliant cameras and equipment to accommodate potential federal interoperability requirements.

16. Are there existing purchase orders or vendor agreements in place we should be aware of?

Answer: No.

17. Is funding for this contract tied to a Federal grant or specific fiscal cycle?

Answer: The City fiscal year runs from October 1 to Sep 30. Funding for these services depends upon City Council appropriation of City funds ,but is not dependent on any specific federal grant.

18. Are monthly or quarterly summary reports expected?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a reporting model in their plan for performing services, paragraph V.2.

19. Do you require asset tagging of cameras or other camera related equipment?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a tagging model in their plan for performing services, paragraph V.2., in support of requirements in paragraph II.3.

20. Are there access restrictions at certain camera locations (schools, police stations, utility sites)?

Answer: Yes. Access will be coordinated with the selected Contractor.

21. Are there specific safety or municipal compliance requirements we must follow while on site?

Answer: Proposers are encouraged to describe the safety protocols they follow in performing the type of work required by the RFP. Additional protocols and requirements may be coordinated with the selected Contractor.

22. Will escorts be required at any locations?

Answer: Some locations may require escort depending upon the protocols developed with the selected Contractor and equipment location..

23. Is there a sign-in or permitting process before service work can begin?

Answer: No. Specific tasking protocols will be coordinated with the selected Contractor. Respondents may propose a process in their plan for performing services, paragraph V.2.

24. Is this a new contract, or a continuation of an existing one?

Answer: This is a new contract.

25. Will there be a formal performance review at any point in the contract?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a performance review model in their plan for performing services, paragraph V.2.

26. What is the municipality's preferred communication method for scheduling or coordination (email, portal, phone)?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a communications method in their plan for performing services, paragraph V.2

City of Mobile
Request for Proposals
RFP Number: 5954

SECURITY CAMERA MAINTENANCE SERVICES

The City of Mobile ("City") is seeking written proposals from professional video camera maintenance and installation firms for servicing the City's public video cameras.

Proposals Due: **4:00 p.m., July 18, 2025**.

Mailing address
City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone (251)-208-7434

Questions must be sent in writing via electronic mail by 4**:00 p.m. July 8, 2025**, to: Purchasing@CityofMobile.org

A mandatory pre-proposal conference will be held via Microsoft Teams at 10:00 am, Thursday, June 26, 2025. Interested attendees should send an email to Purchasing@CityofMobile.org for the meeting link.

I. Introduction: The City of Mobile operates over 1500 public facing security cameras throughout the City. The City expects this number to grow to nearly 3000 within a year. These cameras provide a critical piece of the City's efforts to protect persons and property, promote public confidence in the safety of City public spaces, deter illegal activity, and investigate recorded incidents. These cameras are effective only if they remain reliably selected, placed, and operational. To achieve this, the City requires on-call contractor support to timely, reliably, efficiently, and effectively install, diagnose, repair, replace cameras and equipment as needed.

II. Scope of Services: City intends to task selected Contractor to provide the following services as needed:

1. Repair, replacement, or new installation services for cameras or systems. Services to include
   a. Installation and performance test of new security cameras in accordance with manufacturer and industry standard requirements. City will provide Contractor minimum equipment performance specifications, and may require use of specific make/model equipment.
   b. Repair or replacement of deficient cameras or equipment discovered during regular maintenance.
   c. Warranty repair or replacement services for equipment installed by Contractor. Contractor will provide or cause to be provided all manufacturer warranty support for equipment sourced by the Contractor, and will provide one-year warranty for all other labor and materials provided by the Contractor.

d. Acquisitions of all parts and equipment necessary to accomplish the above, unless otherwise provided by the City.

e. Call-out diagnostic and repair services based on camera criticality score to be set by the City:

(1) Red: Two hour on-site response
(2) Yellow: Six-hour on-site response
(3) Green: 24-hour on-site response
(4) White: 48-hour on-site response (or next business day, whichever is later).

2. Event support

a. Pre-event survey of event-associated cameras and supporting equipment for City identified events. Events to be identified by City with a minimum 72-hours notice to Contractor.

b. Acquisition and installation of temporary cameras and supporting equipment identified by the City as desired for designated events.

c. Heightened standby support and repair services for designated events.

3. Enter maintenance and equipment data into City provided "live" inventory database for any services provided for supported camera systems. City has a draft inventory of cameras and locations listed in Exhibit A that City will maintain either through its Nexgen, Genetec, or similar software database. Data fields that may be required for Contractor to provide or update include:

a. Location
b. Equipment on site (manufacturer, model, firmware version, type- IP/analog)
c. Installation and maintenance history
d. Performance functions of camera
e. Status
f. Network location / MAC address
g. Data storage location
h. Photograph of equipment

4. General technical advice and support. Assist the City in monitoring and improving the reliability and performance of the camera system.

5. Additional information: The City intends to implement a new commercial Citywide camera control and storage software solution that will support City use of cameras being maintained by Contractor. City expects that it will provide Contractor access to the City's control software, which may be Genetec Security Center or a similar product.

.

III. Vendor Qualifications:

1. Proven success experience in municipal or large campus security camera services.

2. Master electrician or equivalent on staff or on retainer.

3. Appropriate Alabama Electrical Contract Board Electrical Contractor License (AL Code 34-36-2).

4. Network security experience, training, and certification (e.g. CompTIA Network + or other qualification).

5. Uniformed professional on-call workforce. All working on City contract must be able to pass MPD criminal background check.

6. City of Mobile business license,

7. Some experience with camera network management and storge software (Genetec Security Center or similar such software).

8. Optional additional license through the Alabama Electronic Security Board (AL Code 34-1A

IV. Compensation

1. City will pay Contractor per task assigned.

2. Payment will be based on an hourly rate for camera service visits, plus costs for materials. Hourly rate will be based upon on-scene (not transport) service time. For service calls beyond two hours or requiring equipment exceeding $250, Contractor will provide a price estimate and receive City approval before performing work. Equipment and supplies will be charged at Contractor's cost.

3. Contractor will be paid by the job for new camera installation or identified event support. Contractor will provide an estimate for City approval before performing such work. Changes to the estimate will require additional City approval when encountered.

V. **Proposal Submission Requirements:**

1. Provide description of Contractor qualifications to perform the work. Include
   a. Contractor licenses or certifications.
   b. Professional experience of key personnel. Include any certifications or particular technical experience relevant to the work required by the City.
   c. Prior experience for similar customers. Include description of services provided and customer point of contact. Include familiarity with customer camera management and storage software systems.
   d. Resources, equipment, staffing.

2. Provide your plan for performing the services required.

3. Provide the following pricing.
   a. Hourly rate per service call.
   b. Any alternate proposal for pricing other than what the City has set above.

V. Evaluation Criteria (100 point scale):

1. Experience, prior performance, capacity, and qualifications of Contractor. – 35 points.

2. Plan to provide services. – 25 points.

3. Cost-effectiveness of the proposal. – 40 points.

VI Additional Terms:

1. Term. The City would intend to contract with the selected provider for one year, renewable for two additional one-year periods.

2. Insurance Coverage. City will require Contractor to acquire and maintain in full force and effect liability and comprehensive insurance, endorsed to name the City of Mobile as an additional insured, issued by an agent licensed and qualified to do business in the State of Alabama:

a. Worker's Compensation/Owner's Liability. Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project.

b. Commercial General Liability. Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

(1) $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
(2) $1,000,000 Products/Completed Operations aggregate
(3) $1,00,000 Bodily Injury per person/organization
(4) $1,000,000 general aggregate per project

c. Automobile Liability. Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

d. Professional Liability Insurance. Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

e. Commercial General Liability. Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds

requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

3. Insurance Certificates. Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile.

a. Additional Insureds. These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

b. Subcontractors. Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements for the primary Contractor, including the additional insured, primary and non-contributory and waiver of subrogation requirements.

c. Cancellation. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

d. Waiver of Subrogation. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

e. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader

3. City will have the right to terminate the contract at any time, or to specify the removal of any Contractor employee or subcontractor from work on the contract.

4. Contractor and all employees and subcontractors will be required to maintain Confidentiality regarding all aspects related to City camera specifications, networks, data, or locations

EXHIBIT A Cameria Inventory.

EXHIBIT A CAMERA INVENTORY

***Map 1**: General Distribution and Quantity of Cameras Located at City Facilities*

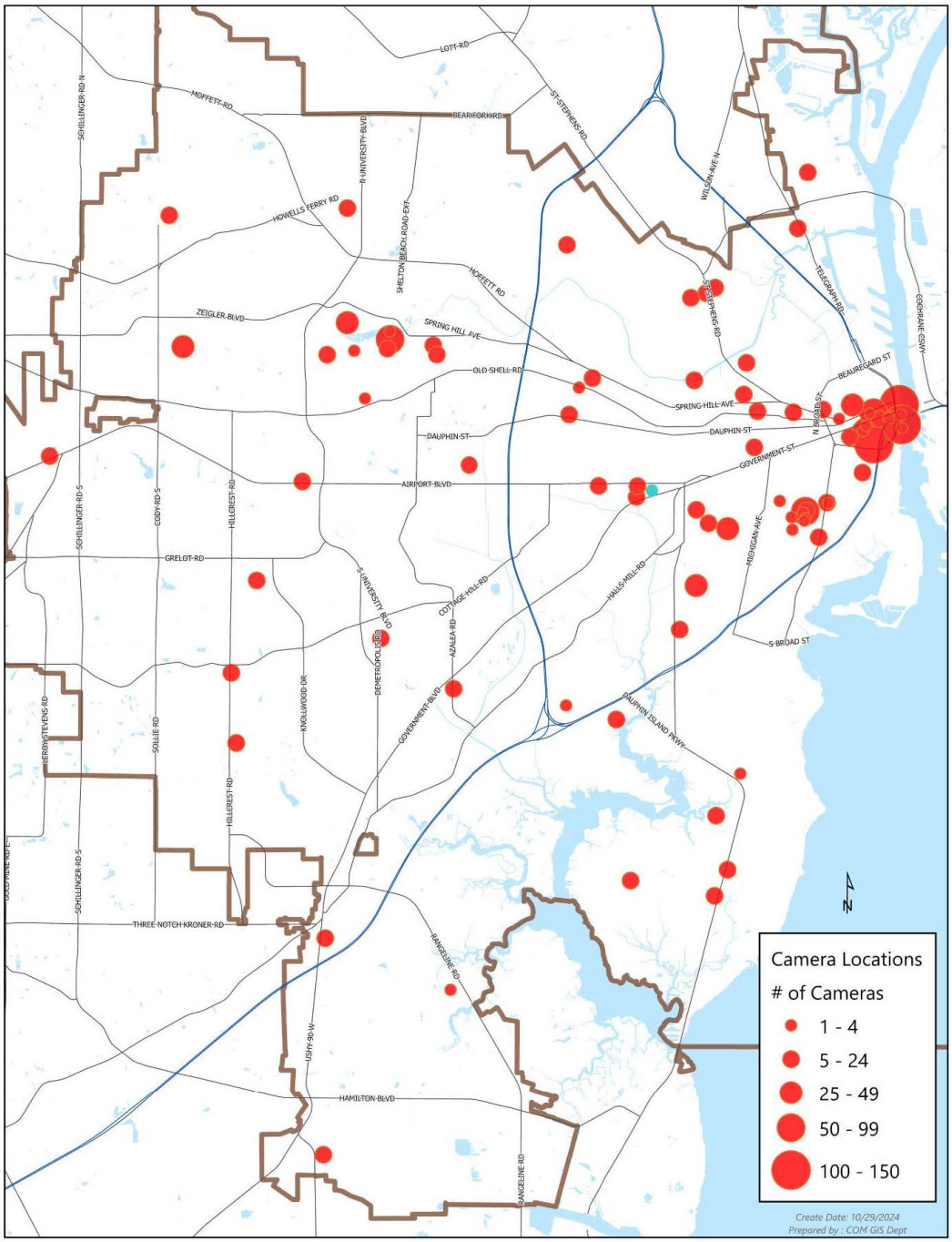


***Figure 2**: Camera Inventory*

Supported Streams	Current Cameras	Expected Growth	Total
3 Mile Creek	9		9
4th Precinct	6		6
Azalea City Golf	10		10
Fire Supply	6		6
FS12	6		6
FS18	6		6
FS22	6		6
Fuel Station	1		1
Langan Park	1		1
MMOA	75		75
Public Safety	5		5
Sage	18		18
Tennis Center	26		26
WAC	8		8
2nd Precinct	6		6
Connie Hudson	6		6
Crime Stoppers	6		6
FS19	6		6
FS23	6		6
FS28	6		6
FS6	6		6
FS8	6		6
FS9	6		6
Medal of Honor Park	15		15
PDHQ	15		15
Public Safety Memorial Park	1		1
1st Precinct	1		1
Animal Shelter	4		4
Diesel Shop	1		1
Electrical	-		-
FS11	6		6
FS16	6		6
FS20	6		6
FS7	1		1
Garage	15		15
Motor Pool	-		-
PD Traffic	10		10
Public Services	98		98
PW Fuel Station	7		7

Sanatation	3		3
Sign Shop	-		-
Streets	5		5
Traffic Engineering	1		1
Hurtel	11		11
Fire Training	3		3
Taylor Park	2		2
110 Lafayette	6		6
850 Saint Anthony	10		10
Archives	1		1
Bienville Square	-		-
Canal Parking Garage	-	125	125
Cathedral Square	-		-
FireCentral	8		8
FS21	6		6
GCTC	25		25
Lyons Park	8		8
Mardi Gras Park	1		1
MGP	3		3
MIT	8		8
Municipal Courts	10		10
PD Impound	2		2
Saenger Milestone	50		50
Seals Park	6		6
Spanish Plaza	-		-
3rd Precinct	6		6
Convention Center	148		148
Cooper Park	-		-
Figures Park	6		6
FS14	6		6
GulfQuest	30		30
Telecom	2		2
Cruise Terminal	154	-	154
GulfQuest to Cruise Terminal	2		2
GulfQuest	80		80
Civic Center		150	150
PD Horse Barn		6	6
PD Range	6		6
Dotch	16		16
Hackmeyer Park	6		6
Harmon Community Center	27		27
Hillsdale Community Center	27		27

Howard Johnson Park	4		4
Mitternight Rec Center	8		8
Newhouse Park & Center	6		6
Parkway Senior Center	16		16
Rickarby Recreation Center	14		14
Robert Hope Community Center	16		16
Springhill Community Center	16		16
Stotts Recreation Center	13		13
Sullivan Community Center	16		16
Trimmier Park	12		12
ART Instructional Center	3		3
Navco Park	10		10
		Total	**1,523**

BAGBY & RUSSELLL SECURITY

About Us

Bagby & Russell Electric Company is a local, family owned, full service Electrical Contractor that has been serving the Mobile and the Gulf Coast area for over 50 years. We have nearly 200 field employees and 100 trucks and work vehicles.

As a company, we have three distinct, separate divisions:

- **Full Service Electrical Contractor**- Commercial, Industrial, and Governmental electrical service providing full power installations, switchgear, duct banks, wiring, lighting, controls, etc.
- **DOT Division**- Specializing in roadway lighting and intersection installations.
- **Low Voltage Networking and Security Division**- Specializing in surveillance systems, access control, intrusion systems, data installation, and fiber optic installation and termination.

Our Low Voltage division is submitting this bid for surveillance maintenance. However, in an emergency or other such times of need, we can always call on resources from the other divisions to assist, whether it be for mechanical resources or personnel. A big plus for our customers!

Over the years we have been expanding our division and our capabilities, and I believe we possess a unique skillset when it comes to data and security. Many of our technicians have been employed at Bagby & Russell for more than 10-15 years. While all of them are AESBL certified, and complete hours of Continuing Education every year, many of them are also Journeymen Electricians. This has proven to be most helpful on jobs whenever a new circuit or any such additional power may be needed. We do not have to call another company or get pricing from someone else to be marked up. We simply handle it ourselves. This saves valuable time and money for our customers. We take great pride in the ability and success of our technicians!

Our Credentials

We have a great team at Bagby & Russell. Some of our credentials and certifications are listed here:

- Master Electrician(s) on staff
- RCDD (Registered Communications Distribution Designer) on staff
- We have a current AESBL License, and certified technicians, complete with CEUs and FBI background checks
- Bicsi Level I and Bicsi Level II certified technicians
- Certified Avigilon / Honeywell / Bosch technicians
- Over 20 years of installation, service, and maintenance of large Video Surveillance Systems
- Our top technician, Chris Goodwin, has been with us for 24 years, and is highly knowledgeable regarding everything video surveillance and security. He is an absolute problem solver. We are proud of the work he does for Bagby & Russell. Ask our references about his ability.

Brand Integration Expertise

- **Motorola Solutions**: End-to-end security ecosystem including command center software and unified communication.
- **Avigilon**: Known for AI-powered analytics and Appearance Search, they are the top end for many education and municipal end users. We believe the best that video security has to offer, combining fully integrated video and advanced analytics with access control, radio communication, concealed weapons detection, gun shot detection and more.
- **AXIS Communications:** A wide range of network video surveillance solutions, such as cameras and encoders, video management software and recorders,
- **Bosch Security Systems**: Ruggedized IP cameras with built-in intelligence, motion detection, and remote access.
- **Honeywell**: Trusted for legacy integrations and scalable IP/analog hybrid systems.

Work Experience

We currently provide security and data services for many entities around the Mobile area. Below are just a few of the companies for which we have and/or are currently providing service or installation:

Mobile County Public Schools	Mobile County / Mobile County Rev Comm / Mobile County EMA
City of Mobile/Cruise Terminal/Parking Garage	Bishop State University- All Campuses Video Install
Saraland City Schools	Mississippi Youth Challenge, Camp Shelby, MS.
Bell Air Mall / Shoppes at Bel Air	Eastern Shore Centre, Daphne, AL

One of our long-time customers is Mobile County Public Schools. We provide MCPSS with Video Surveillance, Intrusion Systems, Access Control, and Concealed Weapons Detection. We have been working with them, and growing their security for over 20 years, and their safety and security has improved tremendously. I think this is the perfect pre-requisite for the City of Mobile Video Maintenance Bid. We already work with City Police Department regarding access to MCPSS video system. Below are the reasons why I think our experience, specifically with MCPSS, makes us a perfect fit for the City of Mobile (CM).

- We have installed and currently service more than 5,000 cameras at over 100 schools, administration buildings, bus lots, and maintenance facilities, from Citronelle to Dauphin Island.
- We also install, service, and maintain their current intrusion system at all locations.
- We also provide and service the new Concealed Weapons Detections systems by Motorola/Evolv.
- We are currently installing Access Control at all 91 schools, due to be completed this year.
- Provide service and repair of Mobile Security Camera Trailers for special events

This is a large area (the entire County), and they have many systems for which we provide service. We have the men on the ground, and the local resources to provide timely service. We pride ourselves on it.

Our Plan for City of Mobile

Our long tenure at MCPSS and others has helped us to gain exceptional knowledge and experience from a service standpoint, but we have also improved our resource management, response times, and distribution of services. We have a proven system that is efficient and effective, and we will bring that to The City of Mobile (CM).

When we start, we will first establish and provide a simple email database that will not only serve as our dispatch / distribution hub but also provides a searchable record for any past assignments and responses. This is how it works:

CM: Personnel that have the credentials to issue work orders will go to the online database. Click on a drop box and select the location in need of service.

Example: "Cruise Terminal"

CM: Type a short description of the issue to be addressed and simply hit "send". It literally takes seconds.

Example: "Eight cameras out on second floor of cruise terminal"

BR: That message will go to our staff here at Bagby Security, where our Supervisor / Lead Tech will assign the work order to one of our technicians. It actually goes to all our techs as well, and if someone is already nearby, they claim the service, speeding up the process. A response will be sent to the CM with the details.

BR: Technician arrives and diagnoses the issue. If it's a quick fix, they solve the issue, and we respond with the details of what we did. If it requires a more in-depth repair, BR sends a response, stating who was assigned, what issues were found, and what needs to be done. Maybe we send a quote for repair; Labor / Material depending on how material will be obtained by CM or BR, which is still to be determined.

CM: Approves said recommendation.

BR: Performs repair, informs CM works is complete.

Example: " Discovered a bad 8 port switch in upstairs IDF. Replaced the switch and reconnected cameras. All cameras are back online and video is restored and working."

Meanwhile, all correspondence is saved and cataloged in the database, and can be searched weeks, months, and even years later. Providing a very transparent record of what was requested, and how we responded. It is also a record to review and see if the same issue keeps occurring with the same components, and alert us that we may need to address some other issue, such as surge protection, insufficient power, etc. It's a great tool that we continue to improve upon.

It is my opinion that our team here at Bagby & Russell is uniquely and perfectly qualified to provide this type of service for the City of Mobile. We appreciate the opportunity to provide you with excellent service.

References:

MCPSS: *Video / Intrusion / Access Control / Concealed Weapons Detection*. We work within their system every day, performing any number of installations and service/ repair work. ***Andy Gatewood*** oversees all security work assignments for our team, and we recommend you call his office for information regarding our performance at MCPSS.

Director of Security:
Andy Gatewood
251-221-4108
Manages / oversees all aspects of Security for MCPSS. Video Surveillance, Intrusion, Access Control, Concealed Weapons Detection, and more.

Facilities Contract Manager:
Michael Griswold
251-221-4650
Manages / oversees State bid projects

City of Mobile: We have performed several tasks / projects for the City of Mobile, either as the GC or sub-contractor. Some projects that we performed installation for are listed below:
Mobile Cruise Terminal- Installed all conduit, cabling, cameras, mounts, and head end equipment as a sub-contractor for Johnson Controls. Mobile Probation Office video surveillance installation as a sub-contractor for Johnson Controls.

Architectural Engineering Department
Cindy Klotz
251-208-7633

Mobile Cruise Terminal
Glenda Chambers
251-338-7447

Mobile County: We have done various projects for Mobile County, including contract labor for their cameras system. New video surveillance system installation at Mobile County Revenue Commission, and currently provide service and repair for the Avigilon Video and Access Control for Mobile County Emergency Management Agency.

Director of Public Safety Communications
Eric Lindsley
251-574-7930

Mike Dillaber
Mobile County Emergency Management Agency
251-529-8374

Recent Large Video System Installations

Leflore High School State Bid Current
Avigilon; 158 Camera System Avigilon

Murphy High School State Bid 2024
Avigilon; 185 Cameras System Installed in 90 days

BC Rain High School State Bid 2024
Avigilon; 130 Camera System Installed in 60 days

BendPak Distribution Warehouse Current
Axis; 120 Camera System

City of Mobile Parking Garage 2025
Axis; 130 Cameras

Cruise Terminal 2018 / 2019
Axis; Cameras Various Installations

Saraland High School
Interlogix; 96 Cameras

Mississippi Youth Challenge , Camp Shelby, MS 2013
GeoVision; 93 Cameras

Hours of Operation and Billing Rates:

Open 7:00A.M. – 4:00 P.M.

Technician ..... $80.00 per hour
Helper / Apprentice ..... $55.00 per hour
*Minimum, 1 Hour charge for site visit service call

After Business Hours
Technician $115.00
Helper / Apprentice ..... $ 80.00
*Minimum 1 hour charge for site visit service call

Holiday Time
Technician $160.00
Helper / Apprentice $110.00

Cost of Material

Cost plus: Submit invoices with a 10% overhead / 15% Profit mark up. This mostly applies to miscellaneous material such as conduit, connectors, back boxes, flex, etc.

Catalog Pricing: Depending on the material, we can do 20% off MSRP. This would be regarding brand-specific servers, cameras, mounts, licenses, etc. We still are not sure what brand of material CM or BR will be purchasing. We are also not sure or if CM will purchase all material themselves.

*We are willing to purchase the more common items and hold them in stock at our warehouse. Just an option to consider. We know that to keep up a large-scale system like The City of Mobile, someone has to have stock on hand, whether it be the Owner or the Contractor.

Thank you for your consideration.

Signed_____ Date: _____

Keith Vaughn
Low Voltage / Security Project Manager
Bagby & Russell Electric Co., Inc.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

Sponsored by:
Sandy Stimpson, Mayor
Benjamin Reynolds, Councilmember

Purpose and Scope of Project:
Accept temporary construction easements for the Project # 2024-3005-19

Amount of Contract:

Funding Source

ATTACHMENTS:
1. ResolutionTCE Salata
2. TCE Salata SIGNED

REVIEWERS:
Lana Gauthier
Lana Gauthier

2025

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following temporary construction easement for the Project Number 2024-3005-19, Miscellaneous Drainage Repairs (D107) Part 1(A), Halls Mill Road at Spring Branch (BIN 014688):

1. Temporary Construction Easement from Marie L. Salata and Joseph A. Salata, 4858 Halls Mill Road.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____
City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 17th day of September, 2025, MARIE L. SALATA and JOSEPH A. SALATA, husband and wife (hereinafter "Grantors"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

W I T N E S S E T H:

That the Grantors are the owners of the real property located at 4858 Halls Mill Road, Mobile, Alabama 36693.

That the Grantors, in consideration of the sum of ONE DOLLAR and 00/100's ($1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, do hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for **Project Number 2024-3005-19, Miscellaneous Drainage Repairs (D107) Part 1(A), Halls Mill Road at Spring Branch (BIN 014688)**, said easement being on and across the lands described in **Exhibit A and Exhibit B** attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the

above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. And for and in consideration of the above, Grantors hereby release Grantee from all consequential damages, present or prospective to the property of Grantors, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17th day of September, 2025.

Marie L. Salata
MARIE L. SALATA

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Marie L. Salata, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 17th day of September, 2025.

Rhonda D. Lewis
Notary Public, Mobile County, Alabama
My Commission Expires: 3-13-29

RHONDA D. LEWIS NOTARY PUBLIC ALABAMA STATE AT LARGE

---------- SECOND SIGNAURE FOLLOWING----------

JOSEPH A. SALATA

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Joseph A. Salata, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 17th day of September, 2025.

Notary Public, Mobile County, Alabama
My Commission Expires: 3-13-29

This instrument prepared by:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Grantee:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

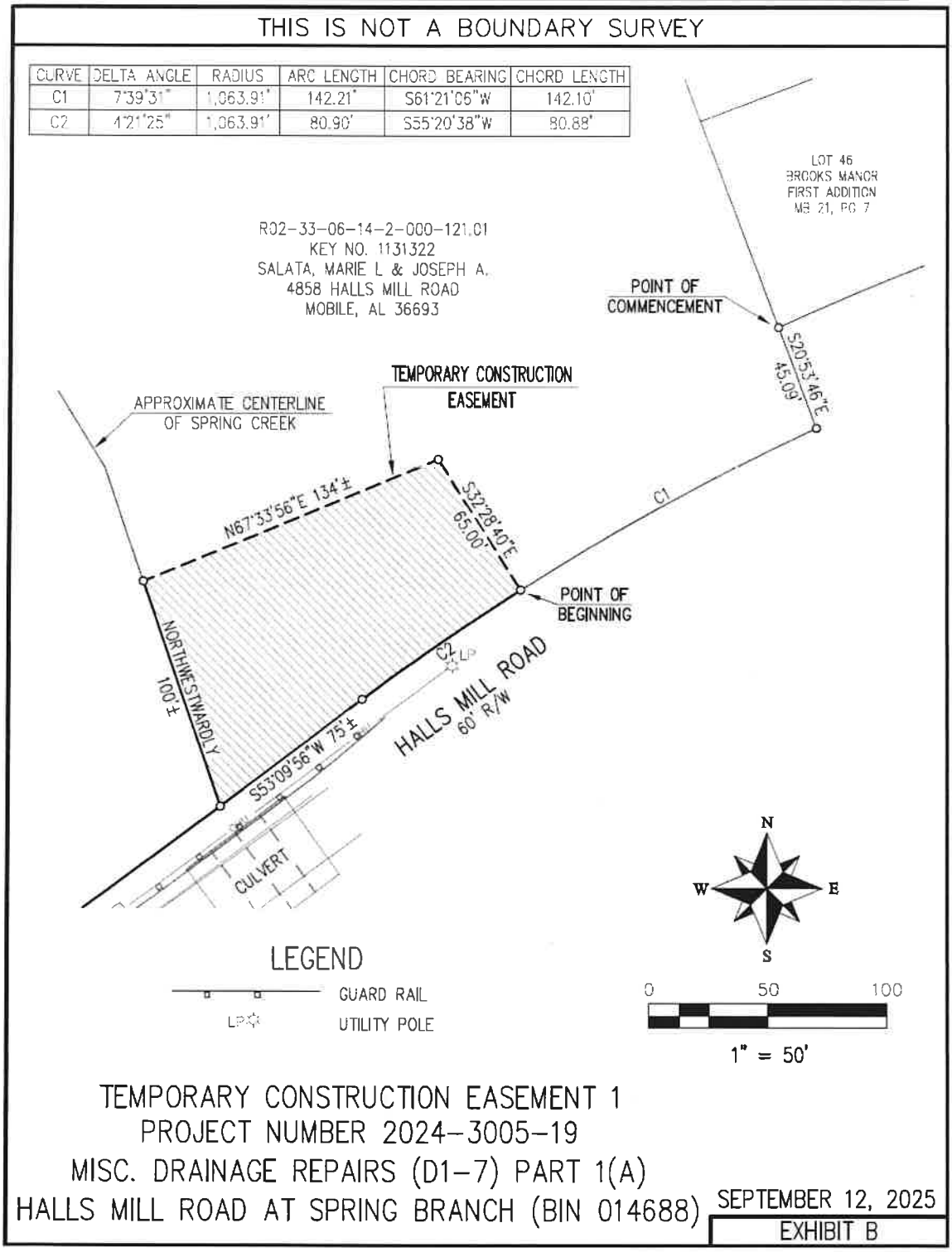
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

Commencing at a the southwest corner of Lot 46, Brooks Manor, First Addition, as recorded in Map Book 21, Page 7 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 20°-53'-46" East along the west right-of-way line of a service road a distance of 45.09 feet to the north right-of-way line of Halls Mill Road (60' r/w); thence run southwestwardly along said north right-of-way line and along the arc of a curve to the left (having a delta of 07°-39'-31", a radius of 1,063.91 feet, a chord bearing of South 61°-21'-06" West, and a chord length of 142.10 feet) an arc distance of 142.21 feet to the Point of Beginning of the following described parcel: thence continue southwestwardly along said north right-of-way line and along the arc of a curve to the left (having a delta of 04°-21'-25", a radius of 1,063.91 feet, a chord bearing of South 55°-20'-38" West, and a chord length of 80.88 feet) an arc distance of 80.90 feet; thence run South 53°-09'-56" West along said north right-of-way line a distance of 75 feet, more or less, to the centerline of Spring Creek; thence run northwestwardly along the center of Spring Creek a distance of 100 feet, more or less; thence run North 67°-33'-56" East a distance of 134 feet, more or less; thence run South 32°-28'-40" East a distance of 65.00 feet to the Point of Beginning. The described parcel contains 0.27 acre, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Sandy Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Dr. Martin Luther King Jr. Ave Complete Streets project. The McElhenney Construction Company, LLC. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies.

This contract is funded (in part) through the subaward agreement for Grant Award #: GNSSP25AL0063-01-00 between the ADCNR and the City of Mobile for the RESTORE Act Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets", which was adopted by City Council on March 5, 2025. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded (in part) through a grant agreement between the City of Mobile and the State of Alabama (acting by and through the Alabama Department of Transportation), which was adopted by City Council on August 6, 2024.

The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, on-street parking, improved drainage, pedestrian improvements, resurfacing, signals and lighting along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

Amount of Contract:
$11,257,346.43

Funding Source

G-BROADPH4 **At the request of Ricardo Woods, I approved on behalf of Kelsi Tippery, Cherlina Monteiro, and James Barber and added this item to the 9/30 agenda.

ATTACHMENTS:

1. MLK CoverLetter
2. MLK Resolution
3. MLK Draft Contract

REVIEWERS:

Lana Gauthier

Lana Gauthier

September 26, 2025

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Dr. Martin Luther King Jr. Ave Complete Streets project. The McElhenney Construction Company, LLC. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies.

This contract is funded (in part) through the subaward agreement for Grant Award #: GNSSP25AL0063-01-00 between the ADCNR and the City of Mobile for the RESTORE Act Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets", which was adopted by City Council on March 5, 2025. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded (in part) through a grant agreement between the City of Mobile and the State of Alabama (acting by and through the Alabama Department of Transportation), which was adopted by City Council on August 6, 2024.

The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, on-street parking, improved drainage, pedestrian improvements, resurfacing, signals and lighting along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

We look forward to continued communication on this important funded project. Please call Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	McElhenney Construction Company, LLC
Project Name:	TIGER 2016 Project Phase Four – Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16) COM Project No. 2023-2045-01
Cost:	$11,257,346.43

Adopted:

_____

City Clerk

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), COM PROJECT NO. 2023-2045-01

Bid Opening Date: July 30th, 2025

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
DW	(1) Attendance at Pre-Bid Meeting
DW	(2) Correct project name and information on sealed envelope (see pg. 6)
DW	(3) Proof of required State of Alabama Contractor's License (see pg. 6)
DW	(4) Entire bound bid contract as received from consultant engineer (see pg. 4)
DW	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
DW	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 5, 26)
DW	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 75-79)
DW	(8) E-Verify Affidavit (Form – pg. 90)
DW	(9) Accounting of Sales Tax form (pg. 215)
DW	(10) Federal-Aid Funded Projects (form – pg. 296)
DW	(11) UEI Documentation and SAM.gov Verification (see pg. 5, 12; form – pg. 453)
DW	(12) FFATA Disclosure Statement (form – pg. 454)
DW	(13) Proposal Form (pgs. 14-25)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: Drew Windham Job Title: Project Engineer

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, H/RR-S: BRIDGES, H/RR-S: CONCRETE, H/RR-S: DRAINAGE, H/RR-S: PILE DRIVING, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

25th day of **April, 2025**

216318

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

MOBILE
ALABAMA

CONSTRUCTION CONTRACT
TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE
FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)

PROJECT NO. 2023-2045-01

BID DATE – July 30, 2025

Katelyn Finnorn

6/25/25

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, July 30, 2025, and then publicly opened and read in the Commission Conference Chamber, Government Plaza, 1st Floor, for constructing:

Project No: 2023-2045-01
Project: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)
Project Description: Roadway Rehabilitation, Sidewalks, Signage, Striping, Signalization, Lighting, and Fence along Bridge

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and contract documents may be inspected at the office of Volkert, Inc., 1110 Montlimar Drive, Suite 1050, Mobile, AL 36609 and online at www.volkert.com beginning June 26, 2025, at 1:00 p.m. Complete digital plans and contract documents shall be purchased and obtained electronically from Volkert's website, www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project number **1201074** on the website's projects search page. Please contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information. A payment of $22.00 will be required to download the plans and contract documents.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on July 21, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on July 16, 2025, at 11:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. **Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.** A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached (i.e. entire contract document).

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant

funding from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company registered to do business in Alabama acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids

and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)**, City of Mobile Project No. **2023-2045-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES 6/25/25, 7/2/25, 7/9/25

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word “President”, “Secretary”, “Agent”, or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed as stated above and marked on the outside **"**Bid for completion of **TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)**, City of Mobile Project No. **2023-2045-01**, in the City of Mobile, Alabama**"**.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.

e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.

f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a

corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, or one with substantially the same wording, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

a. **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on

his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

b. **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Project Manager may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

a. **Notice of Intent:** The Contractor shall give the Project Manager definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Project Manager at least forty-eight (48) hours notice in writing before resuming operations.

b. **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Project Manager may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained, or the Contract may be annulled.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and

conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/ WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

B. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub-contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed.
Detailed information reg arding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.
See Attachment K of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.

C. DEBARMENT AND SUSPENSION: All Bidders must obtain a SAM registration and Unique Entity Identifier (UEI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See (Provision (HJ, 2 CFR 200 Appendix II).

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 7/30/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the Project Manager, as well as the premises.

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)
Project No: 2023-2045-01
Project Description: Roadway Rehabilitation, Sidewalks, Striping,Signalization, Signage, Lighting, and Fence along Bridge

The Bidder further agrees to construct the improvements by August 31, 2027.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be via email to cody.reed@cityofmobile.org. In order to receive consideration, the request must be received before 12:00 p.m. on July 21, 2025. Any such interpretation, and/or any supplemental instructions will be mailed or delivered to all prospective bidders.

TIGER 2016 PROJECT PHASE FOUR
DR. MARTIN LUTHER KING JR AVE

City of Mobile

BASE BID UNIT PRICE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420	$14.59	$79,077.80
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693	$17.16	$11,891.88
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233	$5.53	$1,288.49
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048	$11.25	$124,290.00
206D011	REMOVING FENCE	LINEAR FOOT	466	$13.13	$6,118.58
206E001	REMOVING INLETS	EACH	59	$891.02	$52,570.18
206E003	REMOVING MANHOLES	EACH	1	$1,312.85	$1,312.85
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7	$387.09	$2,709.63
209A000	MAILBOX RESET, SINGLE	EACH	14	$355.28	$4,973.92
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860	$36.73	$141,777.80
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5	$4,423.93	$22,119.65
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A- 4(0)	CUBIC YARD	1000	$36.94	$36,940.00
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809	$107.41	$194,304.69
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186	$1.16	$7,175.76
405A000	TACK COAT	GALLON	1677	$8.09	$13,566.93
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283	$2.63	$79,644.29
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188	$132.33	$554,198.04
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500	$142.60	$71,300.00
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510	$168.98	$255,159.80
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500	$139.79	$69,895.00
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500	$81.32	$40,660.00
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460	$358.01	$164,684.60
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	LINEAR FOOT	11393	$3.32	$37,824.76
534C000	CLEANING EXISTING MANHOLE	EACH	11	$552.99	$6,082.89
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318	$22.12	$7,034.16
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075	$22.12	$244,979.00
600A000	MOBILIZATION	LUMP SUM	1	$684,371.77	$684,371.77
602C000	PERMANENT EASEMENT MARKER	EACH	5	$836.99	$4,184.95
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100	$42.24	$4,224.00
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180	$7.78	$1,400.40
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658	$60.83	$344,176.14
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733	$82.95	$60,802.35
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623	$121.66	$75,794.18
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640	$71.89	$46,009.60
618D000	CURB RAMP	SQUARE YARD	328	$276.50	$90,692.00
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5	$1,437.78	$7,188.90
621C001	INLETS, TYPE B	EACH	2	$6,635.89	$13,271.78
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1	$5,529.91	$5,529.91
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5	$6,635.89	$33,179.45
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1	$7,741.87	$7,741.87
621C030	INLETS, TYPE "SPECIAL"	EACH	49	$7,741.87	$379,351.63
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2	$1,990.77	$3,981.54
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1	$2,764.95	$2,764.95
621E000	MANHOLES, TYPE SPECIAL	EACH	11	$2,046.07	$22,506.77
623A000	CONCRETE GUTTER	LINEAR FOOT	2024	$55.30	$111,927.20
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147	$24.33	$222,546.51
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728	$30.97	$53,516.16
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320	$30.97	$9,910.40
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3	$4,423.93	$13,271.79
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4	$3,539.14	$14,156.56
637A000	FENCE RESET	LINEAR FOOT	248	$22.12	$5,485.76
650A000	TOPSOIL	CUBIC YARD	376	$51.70	$19,439.20
652A100	SEEDING	ACRE	1	$1,990.77	$1,990.77
652C000	MOWING	ACRE	2	$138.25	$276.50
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387	$5.53	$18,730.11
656A010	MULCHING	ACRE	1	$1,990.77	$1,990.77
665A000	TEMPORARY SEEDING	ACRE	4	$442.39	$1,769.56
665B001	TEMPORARY MULCHING	TON	12	$470.04	$5,640.48
665E000	POLYETHYLENE	SQUARE YARD	3000	$2.21	$6,630.00
665G000	SAND BAGS	EACH	100	$8.85	$885.00
665J002	SILT FENCE	LINEAR FOOT	3100	$4.53	$14,043.00
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50	$83.63	$4,181.50
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100	$1.66	$5,146.00
665Q002	WATTLE	LINEAR FOOT	4508	$9.95	$44,854.60
666A001	PEST CONTROL TREATMENT	ACRE	2	$276.50	$553.00
680A001	GEOMETRIC CONTROLS	LUMP SUM	1	$104,890.63	$104,890.63
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7	$4,976.92	$34,838.44

701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	$4,976.92	$14,930.76
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481	$1.11	$8,303.91
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10	$995.38	$9,953.80
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200	$0.17	$34.00
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404	$5.53	$7,764.12
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468	$5.53	$2,588.04
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200	$1.11	$222.00
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	940	$1.11	$1,043.40
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	470	$0.55	$258.50
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936	$6.08	$36,090.88
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21	$71.89	$1,509.69
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67	$6.64	$444.88
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936	$2.21	$13,118.56
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788	$13.27	$10,456.76
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17	$5.53	$94.01
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146	$5.53	$807.38
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39	$5.53	$215.67
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145	$26.54	$3,848.30
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	SQUARE FOOT	39	$26.54	$1,035.06
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270	$25.44	$6,868.80
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	LINEAR FOOT	448	$18.80	$8,422.40
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1	$6,138.20	$6,138.20
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1	$4,423.93	$4,423.93
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1	$3,870.94	$3,870.94
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1	$7,188.88	$7,188.88
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1	$7,188.88	$7,188.88
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1	$3,539.14	$3,539.14
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1	$3,870.94	$3,870.94
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1	$35,844.87	$35,844.87
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1	$29,795.15	$29,795.15
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1	$26,552.41	$26,552.41
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1	$37,540.34	$37,540.34
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14	$18,811.64	$263,362.96
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1	$34,229.03	$34,229.03
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2	$34,638.24	$69,276.48
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2	$33,903.87	$67,807.74
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5	$37,848.91	$189,244.55
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1	$38,822.17	$38,822.17
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1	$51,016.72	$51,016.72
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2	$50,515.72	$101,031.44
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10	$1,216.58	$12,165.80
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6	$2,768.27	$16,609.62
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	242	$16.59	$4,014.78
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1286	$20.50	$26,363.00
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13	$2,957.40	$38,446.20
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2	$25,683.11	$51,366.22
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30	$1,621.37	$48,641.10
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	10	$924.60	$9,246.00
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	10	$1,374.74	$13,747.40
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4	$33,679.36	$134,717.44
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4	$3,563.47	$14,253.88
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1	$55,223.88	$55,223.88
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1	$55,223.88	$55,223.88
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1	$47,383.57	$47,383.57
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1	$55,223.88	$55,223.88
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1	$30,286.20	$30,286.20
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1	$30,286.20	$30,286.20
730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1	$17,217.92	$17,217.92
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1	$17,217.92	$17,217.92
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564	$9.95	$15,561.80
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20	$13.27	$265.40
740D000	CHANNELIZING DRUMS	EACH	250	$46.45	$11,612.50
740E000	CONES (36 INCHES HIGH)	EACH	50	$17.70	$885.00
740F002	BARRICADES, TYPE III	EACH	8	$237.79	$1,902.32
740I002	WARNING LIGHTS, TYPE B	EACH	4	$71.89	$287.56
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2	$5,308.71	$10,617.42
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2	$17,253.32	$34,506.64

750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8	$815.28	$6,522.24
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500	$16.69	$225,315.00
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230	$36.60	$8,418.00
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500	$3.66	$148,230.00
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700	$9.18	$6,426.00
7501015	LIGHTING CONTROL CENTER	EACH	4	$24,868.89	$99,475.56
750Z220	ROADWAY LIGHTING	LUMP SUM	1	$219,609.42	$219,609.42
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87	$38.71	$3,367.77
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275	$71.53	$91,200.75
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386	$94.01	$36,287.86
SP-001	PROJECT SIGN	EACH	1	$577.99	$577.99
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156	$24.39	$52,584.84
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918	$18.80	$261,658.40
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480	$169.83	$251,348.40
SP-005	WORK OF SIMILAR NATURE	LUMP SUM	1	$100,000.00	$100,000.00
SUBTOTAL ROADWAY					$8,180,650.82
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100	**$38.05**	$79,905.00
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150	**$131.06**	$19,659.00
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115	$352.71	$40,561.65
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225	$76.36	$93,541.00
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460	$180.54	$83,048.40
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735	$158.54	$116,526.90
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1094	$75.27	$82,345.38
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150	$64.45	$9,667.50
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	213	$163.57	$34,840.41
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66	$187.78	$12,393.48
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32	$164.94	$5,278.08
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4339	$84.21	$365,387.19
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700	$136.12	$95,284.00
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1020	$120.56	$122,971.20
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	774	$172.52	$133,530.48
641C500	DUCTILE IRON FITTINGS	POUND	13787	$17.04	$234,930.48
641D500	FIRE HYDRANT	EACH	13	$7,244.59	$94,179.67
641J516	6 INCH GATE VALVE WITH BOX	EACH	61	$2,462.37	$150,204.57
641J518	8 INCH GATE VALVE WITH BOX	EACH	4	$3,481.61	$13,926.44
641J522	12 INCH GATE VALVE WITH BOX	EACH	5	$5,180.90	$25,904.50
641J526	16 INCH GATE VALVE WITH BOX	EACH	4	$12,744.96	$50,979.84
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56	$640.07	$35,843.92
641M510	4 INCH RETAINER GLAND	EACH	3	$241.81	$725.43
641M512	6 INCH RETAINER GLAND	EACH	414	$192.56	$79,719.84
641M514	8 INCH RETAINER GLAND	EACH	41	$354.73	$14,543.93
641M518	12 INCH RETAINER GLAND	EACH	50	$387.64	$19,382.00
641M522	16 INCH RETAINER GLAND	EACH	74	$606.99	$44,917.26
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	8	$2,023.34	$16,186.72
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2	$2,924.91	$5,849.82
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2	$3,341.06	$6,682.12
641N560	16 INCH X 6 INCH ANCHOR TEE	EACH	1	$4,058.61	$4,058.61
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2	$7,153.49	$14,306.98
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2	$31,915.61	$63,831.22
641P520	1 INCH SERVICE TAP	EACH	43	$1,742.68	$74,935.24
641P530	2 INCH SERVICE TAP	EACH	1	$2,869.40	$2,869.40
641R515	1 INCH WATER METER AND BOX RESET	EACH	42	$623.13	$26,171.46
641S500	VALVE BOX RESET	EACH	10	$613.32	$6,133.20
641W504	4" INSERTION VALVE	EACH	1	$12,732.24	$12,732.24
641W506	6" INSERTION VALVE	EACH	16	$15,071.06	$241,136.96
641W508	8" INSERTION VALVE	EACH	2	$18,667.69	$37,335.38
641W516	16" INSERTION VALVE	EACH	1	$86,428.28	$86,428.28
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6	$5,378.73	$32,272.38
645E524	6 INCH P.V.C. STACKS AND LATERALS	LINEAR FOOT	300	$65.87	$19,761.00
645K500	MANHOLE FRAME AND COVER RESET	EACH	30	$1,230.84	$36,925.20
649A560	24" STEEL ENCASEMENT-TYPE 1	LINEAR FOOT	20	$479.22	$9,584.40
SUBTOTAL MAWSS WATER MAIN RELOCATION					$2,757,398.16
BASE BID GRAND TOTAL					$10,938,048.98

TIGER 2016 PROJECT PHASE FOUR
DR. MARTIN LUTHER KING JR AVE

City of Mobile

BID ALTERNATE UNIT PRICE BID SCHEDULE

730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240	$244.76	$58,742.40
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136	$17.37	$106,582.32
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41	$2,517.78	$103,228.98
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625	$81.19	$50,743.75
BID ALTERNATE GRAND TOTAL					$319,297.45

TIGER 2016 PROJECT PHASE FOUR
DR. MARTIN LUTHER KING JR AVE

City of Mobile

BASE BID UNIT PRICE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420		
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693		
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233		
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048		
206D011	REMOVING FENCE	LINEAR FOOT	466		
206E001	REMOVING INLETS	EACH	59		
206E003	REMOVING MANHOLES	EACH	1		
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7		
209A000	MAILBOX RESET, SINGLE	EACH	14		
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860		
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5		
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A- 4(0)	CUBIC YARD	1000		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809		
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186		
405A000	TACK COAT	GALLON	1677		
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188		
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510		
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500		
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460		
534C000	CLEANING EXISTING MANHOLE	EACH	11		
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318		
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075		
600A000	MOBILIZATION	LUMP SUM	1		
602C000	PERMANENT EASEMENT MARKER	EACH	5		
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100		
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180		
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658		
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733		
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623		
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640		
618D000	CURB RAMP	SQUARE YARD	328		
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5		
621C001	INLETS, TYPE B	EACH	2		
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1		
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1		
621C030	INLETS, TYPE "SPECIAL"	EACH	49		
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2		
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1		
621E000	MANHOLES, TYPE SPECIAL	EACH	11		
623A000	CONCRETE GUTTER	LINEAR FOOT	2024		
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147		
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728		
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320		
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3		
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4		
637A000	FENCE RESET	LINEAR FOOT	248		
650A000	TOPSOIL	CUBIC YARD	376		
652A100	SEEDING	ACRE	1		
652C000	MOWING	ACRE	2		
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387		
656A010	MULCHING	ACRE	1		
665A000	TEMPORARY SEEDING	ACRE	4		
665B001	TEMPORARY MULCHING	TON	12		
665E000	POLYETHYLENE	SQUARE YARD	3000		
665G000	SAND BAGS	EACH	100		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
665J002	SILT FENCE	LINEAR FOOT	3100		
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50		
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100		
665Q002	WATTLE	LINEAR FOOT	4508		
666A001	PEST CONTROL TREATMENT	ACRE	2		
680A001	GEOMETRIC CONTROLS	LUMP SUM	1		
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7		
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3		
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481		
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10		
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200		
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404		
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468		
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200		
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936		
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21		
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67		
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936		
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788		
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17		
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39		
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145		
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	SQUARE FOOT	39		
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270		
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	LINEAR FOOT	448		
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1		
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1		
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1		
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14		
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1		
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2		
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2		
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1		
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1		
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2		
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10		
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6		
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	232		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1281		
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13		
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2		
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30		
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	11		
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	11		
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4		
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4		
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		

730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564		
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20		
740D000	CHANNELIZING DRUMS	EACH	250		
740E000	CONES (36 INCHES HIGH)	EACH	50		
740F002	BARRICADES, TYPE III	EACH	8		
740I002	WARNING LIGHTS, TYPE B	EACH	4		
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2		
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2		
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8		
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500		
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500		
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700		
750I015	LIGHTING CONTROL CENTER	EACH	4		
750Z220	ROADWAY LIGHTING	LUMP SUM	1		
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275		
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386		
SP-001	PROJECT SIGN	EACH	1		
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156		
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918		
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480		
SUBTOTAL ROADWAY					
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100		
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150		
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460		
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735		
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1141		
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	176		
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66		
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32		
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4352		
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700		
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1015		
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	967		
641C500	DUCTILE IRON FITTINGS	POUND	13757		
641D500	FIRE HYDRANT	EACH	10		
641J516	6 INCH GATE VALVE WITH BOX	EACH	51		
641J518	8 INCH GATE VALVE WITH BOX	EACH	2		
641J522	12 INCH GATE VALVE WITH BOX	EACH	5		
641J526	16 INCH GATE VALVE WITH BOX	EACH	4		
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56		
641M510	4 INCH RETAINER GLAND	EACH	2		
641M512	6 INCH RETAINER GLAND	EACH	388		
641M514	8 INCH RETAINER GLAND	EACH	41		
641M518	12 INCH RETAINER GLAND	EACH	48		
641M522	16 INCH RETAINER GLAND	EACH	74		
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	6		
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2		
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641P520	1 INCH SERVICE TAP	EACH	44		
641P530	2 INCH SERVICE TAP	EACH	1		
641R515	1 INCH WATER METER AND BOX RESET	EACH	43		
641S500	VALVE BOX RESET	EACH	9		
641W504	4" INSERTION VALVE	EACH	1		
641W506	6" INSERTION VALVE	EACH	16		
641W508	8" INSERTION VALVE	EACH	2		
641W516	16" INSERTION VALVE	EACH	1		
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6		
645K500	MANHOLE FRAME AND COVER RESET	EACH	30		
SUBTOTAL MAWSS WATER MAIN RELOCATION					
BASE BID GRAND TOTAL					

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BID ALTERNATE UNIT PRICE BID SCHEDULE					
730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136		
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625		
BID ALTERNATE GRAND TOTAL					

Total Project Bid

Total Base Bid (All base bid items listed in Proposal) $10,938,048.98

Written in words Ten Million Nine Hundred Thirty Eight Thousand Forty-Eight Dollars and Ninety Eight Cents

Total Bid Alternate (All bid alternate items listed in Proposal) $319,297.45

Written in words Three Hundred Nineteen Thousand Two Hundred Ninety Seven Dollars and Forty-Five cents

Number of calendar days to complete 730

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder McElhenney Construction Co. LLC
(If a Corporation)

By _____
President

Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Secretary

Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Treasurer

Business Address PO Box 1409 Theodore AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

Name of Statue under the Laws of which The Corporation was chartered: Alabama

AL-49555
State License Number
Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), City of Mobile Project No. 2023-2045-01.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered July 30, 2025 (Date)
McElhenney Construction Company, LLC
By: (Contracting Firm)

Witness as to Principal By: (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED:
Billie Jo Sanders, Attorney-in-Fact
Alabama Resident Agent By
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of July, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Eleven Million, Two Hundred Fifty Seven Thousand, Three Hundred Forty Six & 43/100 Dollars ($ 11,257,346.43) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20___ (hereinafter called the Contract) for TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 7 day of August 2025.

Individual Principals sign here

In the presence of:

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

(Corporate Name) McElhenney Construction Company, LLC

BY: _____
(Signature)

ATTEST: Kelly McElhenney
(Signature)

Josh McElhenney
(Print)

Kelly McElhenney (Print) ITS: President
(Title)

ITS: Vice President

(Surety sign here) (Corporate name) Western Surety Company

BY: _____
(Signature)

ATTEST:

Billie Jo Sanders
(Print)

Connie Smith
(Signature)

ITS: Attorney-in-Fact
(Title)

Connie Smith (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Eleven Milion, Two Hundred Fifty Seven Thousand, Three Hundred Forty Six & 43/100 dollars ($ 11,257,346.43), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 7 day of August 2025.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(PRINT)

(Corporate Name)

McElhenney Construction Company, LLC

BY: _____

(Signature)

ATTEST:

Kelly McElhenney

(Signature)

Josh M'Elhenney

(Print)

Kelly McElhenney (Print)

ITS: President

(Title)

ITS: Vice President

(Title)

(Surety sign here) (Corporate name)

Western Surety Company

BY: _____

(Signature)

ATTEST:

Billie Jo Sanders

(Print)

ITS: Attorney-in-Fact

(Title)

Connie Smith

(Signature)

Connie Smith (Print)

ITS: Witness

(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.

2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.

3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.

4. The date of the Bond must not be prior to the date of the Contract.

5. All bonds must be originals.

ITEM VII
INSURANCE

A. INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

CITY OF MOBILE SPECIAL PROVISIONS:

Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition, shall be amended by the addition of the following City of Mobile Special Provision Sections:

1. Subletting or Assigning of Contract:

   a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

   b. Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. Programs and Project Management and/or Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

   a. Uncompleted work which, in the judgment of the Programs and Project Management and/or Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

   b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

   c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and

modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

d. The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the Programs and Project Management. This maintenance for a one-year period shall be provided with no additional compensation.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc.

required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

18. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the

Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will

monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

26. All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.

27. Project limits shall be kept clean of trash, garbage, and construction debris at all times. Contractor must provide on site trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.), and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage, and construction debris.

28. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

29. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

30. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed measurement.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

33. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

35. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. The Contractor shall notify property owners, identified by the City, prior to construction. Notifications shall be approved by Programs and Project Management Department prior to the Contractor notifying the property owners. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

38. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

39. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

40. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

41. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

42. There shall be NO adjustment to fuel or asphalt index for this project.

43. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

42. a. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

43. a. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

44. Working hours will be limited to standard working hours (7:00 am – 5:00 pm) and shall adhere to City Municipal Code Chapter 39 Article 4. All working times, closures, etc., will be coordinated with the Programs and Project Management Department.

45. Contractor shall make every effort to take adequate measure protect existing trees in the construction area.

46. Workmen shall wear reflectorized vests, shirts or jackets.

47. Prior to construction, the Contractor shall provide the Engineer his proposed schedule/sequence of construction in a Gantt Chart for the Engineer's approval.

48. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report and an updated schedule with each invoice and with final closeout documents.

49. Basis of Award: The City of Mobile has a limited amount budgeted for work on this project. The City will compare the bid prices received for work on the project to the budgeted amount and make an award to the lowest responsive and responsible bidder.The Basis of Award to the lowest responsive and responsible bidder will be for the following:

    a. The Base Bid Items

50. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

51. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

52. Tack coat shall be emulsified asphalt, trackless tack, shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

53. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

54. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

55. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

56. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

57. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

58. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

59. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

60. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

61. Gutter cleaning will be a subsidiary obligation to pay items 424A-361 and 424B-655.

62. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and_____, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)
Project No: 2023-2045-01
Project Description: Roadway Rehabilitation, Sidewalks, Signage, Striping, Signalization, Lighting, and Fence along Bridge

City of Mobile Project Number **2023-2045-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$** _____) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

Alabama Department of Transportation Standard Specifications for Highway Construction 2022 edition, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is Volkert, Inc.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) This contract is funded, in part, through the sub award agreement for Grant Number S1P28-OMCS between the Alabama Department of Conservation and Natural Resources and the City of Mobile, through the Resources and Ecosystem Sustainability, Tourist Opportunities, Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT). This contract is also funded through the State of Alabama Metropolitan Planning Organization (MPO) and the City of Mobile.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

NON-DISCRIMINATION REQUIREMENTS:

(29) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
   e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
   f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions
   a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
   c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions
   a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C. F.R. § 60-l.4(b), 1991).
   b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations
   Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers
   In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:
   a. A Member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Treasury employee responsible for contract or grant oversight or management;
   e. An authorized official of the Department of Justice or other law enforcement agency;
   f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(30) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(31) The City utilizes eBuilder as its project management system. E-Builder is a secure data collection site: https://app.e-build r.net Firms, including CONTRACTORS, shall use e- Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(32) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
d. All financial and accounting records, including records of disbursements to

contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(33) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(34) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(35) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE:

(36) Access to Records

i. The Treasury, the Treasury Office of Inspector General, and the Government Accountability Office-have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

ii. Contractor must make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Access to the Recipient's Sites

(37) The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(38) For Cause

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

(39) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(40) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation.

The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(41)

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.

2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.

3. Quantity of materials, price and extension.

4. Freight on materials.

5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.
   The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(42) **During the performance of this contract, the CONTRACTOR agrees as follows:**

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(43) Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

McElhenney Construction Co., LLC.

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

Josh M'Elhenney (Print)

ATTEST:

ITS SECRETARY

Kelly McElhenney (Print)

Corporate Seal

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Josh McElhenney, whose name is signed to the foregoing instrument in the capacity of President of McElhenney Forest Co. LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 7th day of August, 2025

Ellen Reese Coombs

NOTARY PUBLIC My Commission Expires:

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

   (a) If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   (b) In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

   Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

   Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

   No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

   The ENGINEER reserves the right, with approval from the Project Manager, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. **SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:**

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. **SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-D *BORROW EXCAVATION (SELECT BACKFILL) (A-6 OR A-7)*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING**:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. **SECTION 210, EXCAVATION AND EMBANKMENT SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

210.01 Description

All excavation covered in this section will be classified as "Unclassified Excavation", "Muck Excavation", "Channel Excavation", “Hydro-Excavation” or "Borrow Excavation", as described in this Section.

210.02 Materials

(a) General

All excavation within the right of way or easement limits will be known as Roadway and Drainage Excavation and will be classified as "Unclassified Excavation", "Muck Excavation", "Channel Excavation" or “Hydro-Excavation”.

(b) Roadway and Drainage Excavation

4. Hydro-Excavation.

Hydro-Excavation shall consist of the excavation of all materials of whatever character encountered in the work required as directed by the Engineer near existing trees to remain, i.e. tree roots.

210.09 Method of Measurement

(a) General

Measurement for Hydro-Excavation will be by the day per Hydro-X pay rates.

210.10 Basis of Payment

(c) Payment will be made under Item No.:

210-A00A Hydro-Excavation for Tree Root Protection – per day

6. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

7. ITEM 654-A SOLID SODDING:

659-A.01 Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.02 Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

8. ITEM 740-X. TRAFFIC CONTROL PLAN AND IMPLEMENTATION

740 X.01 Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 X.02 Materials

All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 X.03 Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

9. ITEM SP-002 STONE-THERMO-SET CROSSWALK TREATMENT TO BE ADDED

SP-002 General

This Supplemental Specification is based on the Paveway Stone-Thermo-Set (STS) proprietary system. This system or approved equal does not appear on the ALDOT Approved Materials List but has been approved for use on this project and shall be used as noted in the plans.

SP-002 Objective

Paveway Stone-Thermo-Set (STS®) is a proprietary system protected by trade secret. Originally developed as a brick paver alternative for roadway surfaces. The alternative was

sought due to the substantial installation time, cost, and undesirable maintenance considerations of brick pavers.

SP-002 Description

As a product, Paveway STS® will provide a durable, skid resistant surface for pedestrian safety, traffic calming influences and aesthetic value while adhering to ADA guidelines. Some of the applications of STS® include, but are not limited to: crosswalks, intersections, sidewalks, speed humps, school zones, parking areas, bike lanes, store fronts, neighborhood and business entryways, driveways, handicap ramps.

As a system, Paveway STS® can be applied to sound asphalt or concrete surface, new or old. The repeatability of the installation process allows consistent appearance and performance on either substrate. The use of Paveway Systems Inc. certified installers assures that every installation is within the Paveway guidelines and that solutions for all installation variables are available and followed. Certified installation also provides rapid installations with minimal disruption to traffic patterns.

Installation Experience: One or more installation crew members or supervisor will be a Paveway Systems, Inc. Certified Installer possessing a minimum of 100,000 Sq. Ft. of installation experience and a current employee of Paveway Systems, Inc. as required by the manufacturer. Certification of installation experience will be provided upon request.

SP-002 Materials

The STS® overlay system is a group of proprietary components consisting of a binder material, aggregate and an optional stencil used to create patterns. The overlay system is formulated to provide flexibility in the system without any sacrifice of the hardness, chemical resistance or strength of the system.

The proprietary binder material is a reactive thermosetting polymer formulated to provide a simple volumetric ratio of two components such as one to one or two to one by volume and shall be free from any fillers or volatile solvents. Flexibility shall be by interaction of elastomers to chemically link in the process of curing so that the flexibility of the molecule is least affected during the low temperature conditions that are confronted in actual use.

The proprietary aggregate provides the color for the system and is topped and imbedded into the binder through the installation process. Aggregate used for all layers are angular in form, non-friable, non-polishing, clean and free from dirt and surface moisture. High polished stone value aggregate should have a nominal size ranging from .04 mils to .125 mils and Mohs Hardness minimum of 6.0-7.0.

The optional stencil used to create patterns in the overlay must be consistent, repeatable and maintain geometric accuracy over the installation field. Patterns are manufactured to size per the project plans.

The aggregate color and stencil pattern must be selected and approved by the project owner or owners' representative when contracting for installation of the Paveway STS® system.

Load Bearing Capabilities of the Overlay System: The cured overlay system shall exhibit the following load bearing capacity. At approximately 20% strain, the binder shall retain at least 85% of its original load bearing strength (tensile stress) as per ASTM D-638.

Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. Do not apply overlay courses over modular joints, metal expansion joints, or expansion joint seals.

SP-002 Construction Methods

Equipment

Equipment shall consist of no less than an automated or manual mixing system and application squeegee approved by Paveway Systems. The binder distribution method shall accurately blend the binder, and uniformly apply the materials at a specified rate in such a manner as to evenly cover 100% of the work area. Aggregated distribution can be any broadcast method that does disrupt the positioning of the stencil material and can be done quickly enough to allow infusion of aggregate into the binder.

Surface Preparation

Concrete Substrates: Concrete substrate must cure a minimum of 28 days prior to application. Clean the entire surface by shot blasting, scarifying, diamond grinding or other means to remove asphaltic material, oils, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar and other potentially detrimental materials that may interfere with the bonding or curing of the overlay. Acceptable cleaning is usually recognized by a significant change in the color of the concrete and mortar, and the beginning exposure of coarse aggregate particles. Mortar, that is sound and soundly bonded to the coarse aggregate, shall have open pores due to cleaning to be considered adequate for bond. Remove all dust and other loose material. Care shall be taken and methods used to collect the excess material and limit loss to the environment. The surface shall be completely dry prior to the application of the concrete overlay.

Asphalt Substrates: Asphalt substrates must cure a minimum of 14 days prior to application. Remove stones, dirt, rubber, paint and other potentially detrimental materials that may interfere with the bonding or curing of the overlay. Surface preparation is to be done mechanically, not chemically. Means of mechanic surface preparation include brooms, high powered blower, oil-free compressed air, pressure washing (with appropriate drying time) or diamond grinding. Heating an asphalt substrate with the intention to soften the surface is not allowed although heating for the purposes of drying the surface may be allowed so long as the asphalt cement is unaffected.

SP-002 Application

If chosen as part of the project, the stencils are aligned and joined together using appropriate adhesives. The stencils must be placed over the intended installation area to create a consistent and accurate pattern. Areas adjacent to installation area, such as curb gutters, must be masked off prior to application of binder. After the binder has been mixed, it shall be immediately applied to the surface with a squeegee to a uniform thickness. Care should be taken to keep the binder from flowing outside the intended installation area. Aggregate shall be broadcast to completely cover the binder and excess aggregate removed. Once the surface appears uniform, the pattern stencils can be removed and disposed of.

Traffic or equipment shall not be permitted on the overlay surface during the curing period. The cure time is typically three hours but can vary plus or minus several hours as the

material cure rate is temperature dependent.

Upon full cure, sweep, scrape or vacuum the area aggressively to remove any remaining loose aggregate as a final cleanup.

Paveway Systems Inc. will, upon request, provide certification that the patterned/textured pavement was installed in accordance with the Paveway Systems specifications.

SP-002 Restrictions

Paveway STS® shall not be placed when weather or surface conditions are such that the material cannot be properly handled, placed, spread and cured within the specified requirements of traffic control. The temperature of the surface and all binder and aggregate components shall be 55°F or above at the time of application. Overlay shall not be applied if the air temperature is expected to drop below 55°F, or when high temperatures would cause the gel time to be less than 10 minutes. The surface shall be dry prior to the application of STS®.

SP-002 Performance

Upon request, Paveway Systems Inc. will provide historical test data from an independent source verifying that the patterned/textured pavement installed in accordance with the specifications and procedures has been tested in accordance with the ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full Scale Tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35 for a minimum of three years.

The textured surface must maintain a depth of 50% of the original installed depth and width during the warranty period.

Wearing of the material coating shall not expose more than 15% of the underlying surface area during the warranty period.

SP-002 Method of Measurement

Stone-Thermo-Set Crosswalk Treatment will be measured in square feet of the finished surface dimensions of the area treated.

SP-002 Basis of Payment

This item shall be paid for on the basis of the contract unit price per square foot for crosswalk treatment, which price shall be full compensation for all labor, equipment, surface preparation, pre-treatment, material, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item SP-002 Stone-Thermo-Set Crosswalk Treatment – per square foot

10. SP-003 BIKE PATH MARKINGS

SECTION 703, *TRAFFIC CONTROL MARKINGS AND LEGENDS*, SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 703.03 Construction Requirements

(c) PERMANENT TRAFFIC MARKINGS AND LEGENDS – GREEN TRAFFIC CONTROL MARKINGS (BIKE MARKINGS)

Green Traffic Control Markings (Bike Markings) shall meet the requirements of Permanent Markings and Legends but shall be GREEN in color. Samples of green color shades shall be submitted to the City for selection of the actual color to be used.

Section 703.04 Method of Measurement

The area of Green Traffic Control Markings (Bike Markings) (SP-003) complete in place and accepted will be the sum of the areas shown on the plans for each marking and legend constructed within the required placement tolerance.

Section 703.05 Basis of Payment

The accepted square feet of Green Traffic Control Markings (Bike Markings), Item SP-003, measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, and for all materials, equipment, tools labor and incidentals necessary to complete the work.

PAYMENT WILL BE MADE UNDER ITEM NO.:

Item SP-003 Green Traffic Control Markings (Bike Markings) – per square foot

11. SP-004 CYCLE LANE SEPARATOR

SECTION 707, *DELINEATORS AND OBJECT MARKERS*, SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 707.02 Materials

Cycle lane separators do not appear on the ALDOT Approved Materials List but have been approved for use on this project and shall be furnished as noted in the plans.

Section 707.03 Construction Requirements

(a) Delineator Installations

7. Cycle Lane Separator

A cycle lane separator shall be installed according to the manufacturer's recommendations.

Section 707.04 Method of Measurement

Cycle lane separators will be measured per each for the number installed. There will be no measurement of separators that the contractor must install to replace any that are damaged or missing.

Section 707.05 Basis of Payment

(a) Unit Price Coverage

The number of separators ordered and accepted, measured as noted above, will be

paid for at the unit price for installation. This price shall include the separator, anchors, hardware, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

(b) Payment will be made under Item No,:

Item SP-004 Cycle Lane Separator, Zebra – per Each

12. SECTION 641 *WATER LINE* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 641.01 – Description. The following paragraphs shall be added:

All water main related construction shall be in accordance with the standards and specifications of the Mobile Area Water and Sewer System, the Alabama Department of Transportation, applicable OSHA regulations, and local ordinances. The most stringent shall govern. Payment will be made according to the Alabama Department of Transportation Specifications, 2022 and as modified within these special provisions.

All water main related construction shall be in accordance with the MAWSS Standard Specifications Section 11 – Water Mains, latest revision, and as included in their Appendix B – Water Line Construction Details, latest edition.

Section 641.03 – Construction Requirements. 641.03(a) General. The following paragraph shall be added:

Existing Water System: The Contractor shall protect, maintain, and keep in service all existing water lines and service connections during construction operations on the new water lines. Any existing lines cut or damaged shall be repaired immediately and the service restored on the existing lines.

641.03(a)1: Water Pipe. Revise the fifth paragraph to read:

All Ductile iron sewer pipe and fittings shall be wrapped in polyethylene sheath meeting AWWA C105.

The following paragraphs shall be added:

Restrained Joint Pipe:

Restrained joint for ductile iron pipe shall be as specified in MAWSS Standard Specifications.

Restrained Joint Fittings for PVC Pipe:

Where restrained joint fittings are required with PVC water pipe, ductile iron fittings shall be used in lieu of PVC and restrained joint retainer glands shall be required to restrain a minimum of one full joint of PVC to the ductile iron fitting.

641.03(a)3: Valves. The following paragraphs shall be added:

Tapping Valves and Sleeves:

Tapping Valves and Sleeves shall be in accordance with MAWSS standard specifications

and shall be on the Board's list of approved materials and manufacturers.

Insertion Valves:

Insertion valve shall be by Team or Mueller.

Corporation and Curb Stops:

Curb stops where required or directed, shall be suitable for service piping, rated for 300 psi, and on Board's list of approved materials and manufacturers.

641.03(a)4. Retainer Gland. The following paragraph shall be added as:

Restraint Retainer glands shall be manufactured by EBAA or approved equal.

641.03(c): Laying

The third paragraph shall be revised to require a minimum cover of 36 inches unless noted otherwise.

641.03(e): Backfilling

Refer to Mobile Area Water and Sewer System's Standard Specifications Section 15 – Backfilling for all standards, requirements and incidentals.

641.03(f): Connection to Existing Water System. The following paragraphs shall be added:

Corporation stop outlets required for testing and chlorination of new water mains will be furnished and installed by the Owner. The Contractor shall perform all excavation, backfill, removing and replacing pavement and incidentals necessary for installations of corporation stop outlets. Contractor shall contact the Owner during regular working hours at least 72 hours in advance to coordinate a schedule for providing the various taps or outlets for the respective projects.

Section 641.04 – Method of Measurement. The following paragraphs shall be added:

641.04(o): Insertion Valves

An Insertion Valve will be measured per each installed, complete and in-place.

641.04(p): Connection to Existing Water System

A Connection to Existing Water System will be measured per each direct connection to the existing water system complete and in-place without the use of Tapping or Insertion Valves.

Section 641.05 – Basis of Payment. The following paragraphs shall be added:

641.05(a)17: Insertion Valves

An insertion valve and sleeve shall be paid for at the contract unit price which shall be payment for all labor, materials, equipment and incidentals necessary to purchase and install, prepare the site for installation which includes but not limited to excavation, bedding, coordination with the Owner and City, temporary sheeting or shoring, dewatering, disinfection, testing, compaction, cleanup work and all other incidentals and appurtenances required for satisfactory completion of work as specified.

641.04(a)18: Connection to Existing Water System

The unit price bid for this item shall be compensation in full for furnishing all labor, material, equipment and incidentals necessary for one (1) each (ea) connection to the existing water system. Payment for this item shall include any necessary sleeve and required megalugs, couplings or adapter to make the connection to the water main. Payment for this item shall include coordination with the owner to utilize existing water valves to shut the line off. Connections shall be completed during off peak hours to minimize service interruptions.

641(b): Payment Will Be Made Under Item No.:

641W – Insertion Valve – per each

641X – Connection to Existing Water System – per each

13. SECTION 645 SANITARY SEWERS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 645.01 – Description. The following paragraphs shall be added:

All sanitary sewer related construction shall be in accordance with the standards and specifications of the Mobile Area Water and Sewer System, the Alabama Department of Transportation, applicable OSHA regulations, and local ordinances. The most stringent shall govern. Payment will be made according to the Alabama Department of Transportation Specifications, 2022 and as modified within these special provisions.

All sanitary sewer related construction shall be in accordance with the MAWSS Standard Specifications Section 12 - Sanitary Sewer, latest revision, and as included in their Appendix C - Sanitary Sewer Construction Details, latest edition.

Section 645.03 – Construction Requirements

645.03(a)1: Sanitary Sewer. Revise the sixth paragraph to read:

All ductile iron sewer pipe and fittings shall be wrapped in polyethylene sheath meeting AWWA C105.

The following paragraphs shall be added:

The installation of all ductile iron pipe shall be in accordance with the latest publications by the Ductile Iron Pipe Research Association (DIPRA) and ANSI/AWWA C-600.

Ductile Iron Pipe Marking:

Marking of ductile iron pipe shall include the pressure rating, metal thickness, net weight of pipe without lining, length of pipe, name of manufacturer and letters “DI” which shall be clearly marked on each length of pipe.

Ductile Iron Pipe Internal Lining:

All ductile iron pipe used for sanitary sewer shall be epoxy-lined with either Permox CTF or Tnemec 431 Perma-Shield PL.

SSO And Unpermitted Discharge Prevention:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

Estimated Volume Spilled	Penalty Amount
0 to 10,000 gallons	$1,000
10,001 to 25,000 gallons	$2,000
25,001 to 50,000 gallons	$2,500
50,001 to 150,000 gallons	$3,000
More than 150,000 gallons	$6,000

REPORTING SSOs AND UNPERMITTED DISCHARGES

The Contractor shall immediately report any unpermitted discharges and sanitary sewer overflows (SSOs), including, but not limited to, manhole overflows, lift station overflows, sewer line breaks, and collection system by-pass spills, to the Engineer, if applicable, or Owner. The Contractor must record all unpermitted discharges or SSOs on the Contractor SSO/Unpermitted Discharge Reporting Form which is located in the Owner's Standard Specifications Appendix N. The Owner will file an SSO Report with ADEM upon receiving notification of the SSO. The Contractor shall also clean the area impacted by the SSO and mitigate any damages to the environment or public health resulting from the spill.

If the Contractor does not properly report an unpermitted discharge or sanitary sewer overflow and the overflow is learned of by other means, the Contractor shall pay the Owner $5,000.

The Contractor causing the unpermitted discharge may be named in any regulatory and public notifications regarding the spill.

14. SECTION 649 ENCASEMENT PIPE FOR UTILITIES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The following paragraphs shall be added:

All related construction shall be in accordance with the standards and specifications of the Mobile Area Water and Sewer System, the Alabama Department of Transportation, applicable OSHA regulations, and local ordinances. The most stringent shall govern. Payment will be made according to the Alabama Department of Transportation Specifications, 2022 and as modified within these special provisions.

All related construction shall be in accordance with the MAWSS Standard Specifications Section 17 – Encasement Pipe, revised June 2019.

Section 649.05 – Basis of Payment

(a) Unit Price Coverage

Delete the current paragraph and replace it with the following paragraph:

Payment for this item shall include, but is not limited to encasement installation, excavating, welding, backfilling, spacers, end seals, linings, coatings, coordination with the City of Mobile and ALDOT, temporary sheeting or shoring, dewatering, testing, compaction, support/protection of existing utilities, cleanup work, and all other incidentals and appurtenances required for completion of Work as shown, specified, or directed by the Engineer, except items for which separate unit prices are quoted. The carrier pipe shall be paid for under its respective pay item no. Any damage to the existing structures or any other structure or property shall be repaired or replaced at the Contractor's expense.

15. SECTION 853 SANITARY SEWER PIPE, MANHOLES, AND APPURTENANCES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 853.11: Concrete for Miscellaneous Sewer Construction. The following paragraph shall be added:

The minimum compressive strength required at 28 days is 3,000 pounds per square inch. Field specimens and laboratory tests shall be made in accordance with the standards of the American Society of Testing Materials. The minimum amount of water shall be used to produce a workable mix and shall not exceed 6 U.S. gallons per sack of cement. The slump shall range between 2 and 5 inches.

16. SECTION 863 WATER PIPE, FIRE HYDRANTS, VALVES, AND APPURTENANCES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 863.01: Ductile Iron Water Pipe. The following sentences shall be added:
The exterior of the pipe shall receive a zinc coating applied to a mass of 200 g/m2 of pipe surface conforming to ISO 8179 along with an approved bituminous top coating. Design pressure classes shall be as follows: 4"- 12" diameter shall be Class 350 ,14" – 24" diameter shall be Class 250, and 30" – 54" diameter shall be Class 150.

Section 863.02: Ductile Iron Fittings. Delete the paragraph and replace it with the following:
Ductile iron fittings shall be mechanical joint except where noted otherwise on the Plans and/or Specifications and shall be installed using ductile iron restraining glands or rings. Approved glands for this purpose will be a restraining ring (wedge action) gland. Fittings shall be suitable for use at 350 psi (3–16 inch) and 250 psi (18-48 inch) of working pressure and shall conform to AWWA C110 or to AWWA C153. Fittings shall be cement mortar lined

and the exterior coated with zinc applied to a mass of 200 g/m2 of pipe surface conforming to ISO 8179 along with an approved bituminous top coating, in accordance with AWWA C104. Compact ductile iron fittings meeting AWWA C153 may be furnished. Installation shall be in strict conformance with the pipe manufacturer's recommendations.

Section 863.04: Poly (Vinyl Chloride) (PVC) Plastic Pipe. The following sentences shall be added:

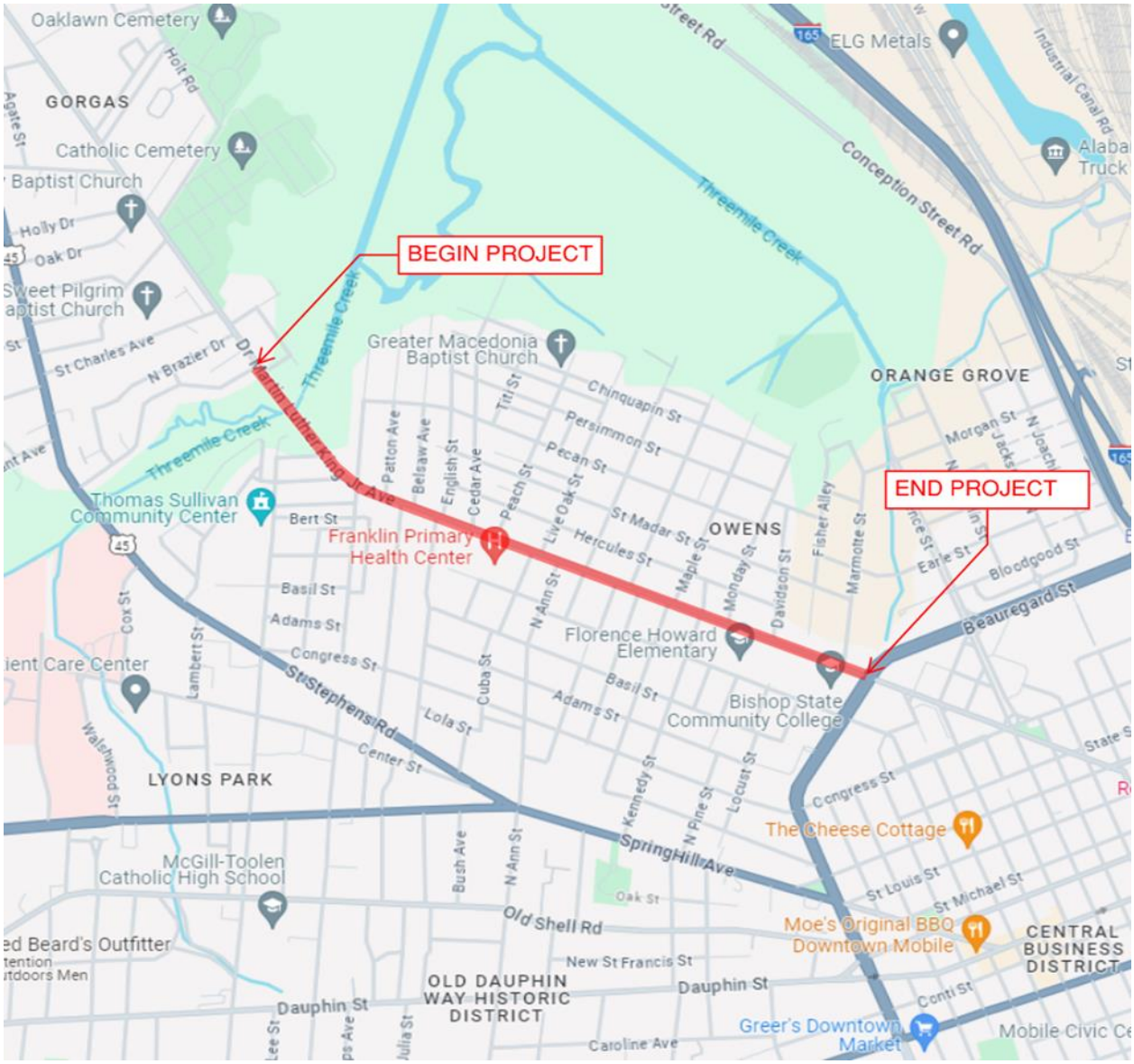
Greater than 14" through 36" Diameter (C905) – Polyvinyl chloride (PVC) plastic pipe in sizes greater than 12" diameter shall conform to the requirements of AWWA C905, "Polyvinyl Chloride (PVC) Pressure Pipe 14" Through 36" and shall be a minimum pressure rating of 235 with a Standard Dimension Ratio of 18 or heavier.

Written certification accompanied by a copy of test results, that the pipe and pipe material has been sampled, tested, and inspected as required in AWWA C900 or AWWS C905 shall be provided.

Marking on C900 pipe shall include the following, spaced at intervals of not more than 5 feet:

i. Normal size and OD bore
ii. PVC
iii. Dimension Ratio
iv. AWWA Pressure Class
v. AWWA designation C900 or C905
vi. Manufacturer's name or trademark and production code
vii. National Sanitation Foundation (NSF) seal

ATTACHMENT “A”
LOCATION



VICINITY MAP

ATTACHMENT “B”

CONTRACTOR’S INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No): E-MAIL ADDRESS: kcrosby@turnerfirst.com
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER A : Zurich American Insurance Co. 16535 INSURER B : Scottsdale Insurance Co. 41297 INSURER C : Transguard Insurance Company of America 28886 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3538202-03	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP3538203-03	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLS2007499	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC3538201-03	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4001354-02	7/1/2025	7/1/2026	$2,500 Ded/Per Item	400,000
C	Scheduled Equipment			IMP4001354-02	7/1/2025	7/1/2026	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dr. Martin Luther King Jr Ave from Northwest of Butchers Lane to Beauregard St
City of Mobile Project No. 2023-2045-01
TIGER-F AUP-4917(250)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Dove, Mobile, AL 36609
Telephone	251-973-0030
E-Mail	drew@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2023-2045-01
Project Description	Roadway Rehabilitation, Sidewalks, Signage, Striping, Signalization, Lighting, Fence along Bridge
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 34 Female 4 Minority 13 Non-minority 25 Vets — Total #of Employees 38

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham

Signature: [signature] Date: 7/30/2025

Title: Project Engineer

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Drew Windham Title: Project Engineer

E-mail:_ Phone: drew@mcelhenneyconst.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid #2023-2045-01 Your Bid/Proposal Amount $ 10,938,048.98 Date: 7 / 30 / 2025

Description: Roadway Rehabilitation, Sidewalks, Drainage, Striping, Signalization, Lighting, Foure Mile Creek Bridge

Name of Bidder/Proposer: McElhenney Construction Company, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Smith Industrial Services	248-1964	Pipe Clean/Video	287,539.00	2.6%	No	
Bennett Construction, LTD	382-6536	Concrete	1,364,063.00	12.47%	Yes	
Coastal Environmental	510-1469	Erosion Control	94,717.00	0.87%	Yes	
Bagby & Russell	443-5902	Traffic Signal	1,631,965.44	14.77%	No	
Inline	510-4413	Roadway Lighting	822,252.00	7.44%	No	
C & H Construction Services	721-1754	Guardrail & Traffic Control	129,565.00	1.17%	No	
Renfroe, Hillards, & Co	680-5891	Striping	373,605.00	3.38%	No	
Innovative Contracting Services	214-490-4427	Hauling	200,000.00	1.83%	Yes	

Page 3 of 5
Subcontractor/Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC

Contact Person: Drew Windham Phone 251-978-0089 Email drew@mcelhenneyconst.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
✓		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

DBE Utilization Report

HR-DBE
Revised 06-08-2011

Date: 7/30/2025

Letting Date: 7/30/2025

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: McElhenney Construction Company, LLC PROJECT NUMBER: 2023-2045-01 COUNTY: Mobile

Quoter's Name	*Address*	*Telephone Number*	*DBE/Non-DBE*
Smith Industrial Services	2001 W I-65 Service Rd N. Mobile, AL 36618	251-243-1964	Non
Bennett Construction, LTD	2445 Claiborne Dr. W. Semmes, AL 36575	251-423-7764	Yes
Coastall Environmental	30411 Mill Ln, Suite 6. #2046 Spanish Fort, AL 36527	251-510-1469	Yes
Bagley & Russell Inline	P.O. Box 849, Theodore, AL 36590	251-443-5902	No
	5535 Business Parkway, Theodore, AL 3582	251-510-4413	No
C&H Construction Services	P.O. Box 2252 Daphne, AL 36526	251-721-1754	No
Renfroe, Hilberts & Co.	11045 Old HWY 31 Spanish Fort, AL 36527	251-680-5881	No
Innovative Contracting Services	852 Springhill Ave. Mobile, AL	214-490-4027	Yes

Form OE-110
Revised 12-2018

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Original ☒
Revised ☐

Project Number: _____ Contractor Name: _____

County: _____ Address: _____

Letting Date: _____

Percent DBE Utilization Required: _____ Contract Amount: _____

DBE Firm Name & Certification Number	Type of Firm[3]	Pay Item No.	Description of Work (include quantities and subcontract unit prices ***OR*** list the type of work and attach additional pages for details)	Joint[4] Checks	Dollar Amount
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					

Instructions:

1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: $ 0.00

Required Dollar Amount of DBE Utilization: null

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

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Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____.

County: _____.

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____.

County: _____.

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____.

County: _____.

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Form DBE-11
Revised 12-2016

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within five (5) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	signature
Name: _____ please print	please print
Title: _____	
Date: _____	

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh M'Elhenney (affiant) who, being duly sworn says as follows:

President/CEO of M'Elhenney Construction, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for MCC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said M'Elhenney Const. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of M'Elhenney Const. Co.

Sworn to and subscribed before me this the 30th day of JULY, 2025

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Approved by:

Employer McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	**Title**
Signature Electronically Signed	**Date** 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/10/2013

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Josh R McElhennev
Phone Number	2519730030
Fax	
Email	josh@mcelhennevconst.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT “D”

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-2045-01
TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Oner and the Contractor listed above,

The Surety Company, _____

on bond of Contractor, _____

Hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ Day of _____, 20_____.

Surety Company

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2023-2045-01
TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE
FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____

County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner of his property might in any way be held responsible.

EXCEPTION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this

_____ Day of _____, 20 ___.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S
CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

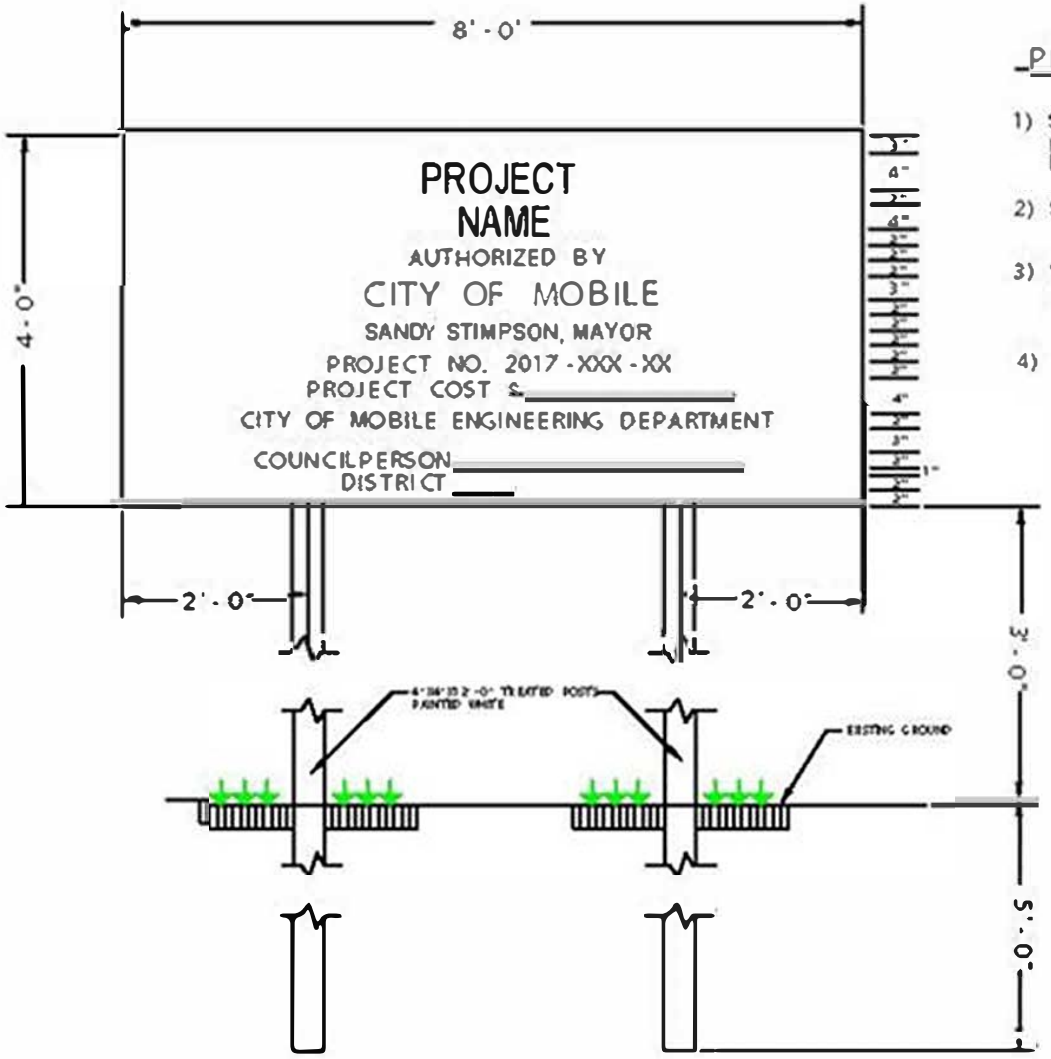
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood pointed with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific and MUST INCLUDE: This project was paid for (in part) with Federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act).

ATTACHMENT “F”

GEOTECHNICAL REPORTS

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

March 23, 2024

Mr. Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer - Mobile
Alabama Department of Transportation
1701 1-65 West Service Road North
Mobile, Alabama 36618-1109

Attention: Mr. Goodman

Dear Sir:

RE: Soils Survey and Materials Report

Project No.: TIGER-FAUP-4917(250)
Phase IV Tiger Grant Dr. Martin Luther King Jr Ave from Butchers Ln to Beauregard Street
Mobile County

This office has reviewed the final copy of the Soils Survey and Materials Report per the submittal procedures and concurs with the report (dated 04.01.24) and addendum 1, submitted April 19, 2024.

Should there be any questions, or if additional information is needed concerning the aforementioned project, please contact this office.

Sincerely,

Matthew J. Ericksen, P.E., Region Engineer

By: Edward L. Baldwin AT

Edward L. Baldwin, P.E.
Materials Engineer - Mobile

Attachments
MJE/ELB/apt
C: File

L4000 Meadow Lake Drive
Suite 121
Birmingham, AL 35242
+1 (205) 733-7600

wsp.com

April 01, 2024

TRANSMITTED VIA EMAIL

Ms. Katelyn Finnorn, P.E.
Project Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: Katelyn.Finnorn@volkert.com

Subject: **Soil Survey and Materials Report - Addendum I**
TIGER-FAUP-4917(250) Phase IV
ALDOT Charge No. 4338-STATO-10006564-1
ALDOT Letting Date: May 2024
Dr. Martin Luther King Jr Avenue from Butchers Lane to Beauregard Street (SR-16) Phase IV
Station 29+72.52 (DR. MLK JR AVE) to Station 99+51.51 (DR. MLK JR AVE)
Mobile, Mobile County
WSP Project Number No. 7382-23-4132

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA, f/k/a Wood Environment & Infrastructure Solutions, Amec Foster Wheeler Environment & Infrastructure, Inc.) is pleased to submit this Addendum l to the Soil Survey and Materials Report for the proposed Grade, Drain, Base, and Pave project along Dr. Martin Luther King, Jr Avenue in Mobile, Mobile County. Addendum I is issued in response to the request from Mr. Drew Davis, P.E., Vice President of the East Gulf Region Alabama, and Design Manager for Volkert, Inc. to address the proposed pavement buildup. We recommend Addendum l be inserted into Section 5 of WSP Soil Survey and Materials Report, dated August 2009. Our services were performed in general accordance with our Proposal No. PROP23BIRM-028 Rev A dated May 12, 2023, and approved by Volkert, Inc. by issuing and signing an agreement for professional services between Volkert, Inc. and WSP USA, Inc on October 4, 2023.

If you have any questions about the information presented in this report, please contact us at (205) 980-6402. We look forward to serving you as your geotechnical consultant on the remainder of this project and future projects.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

Medhat M. Abdalla, P.E.
Associate Engineer
Licensed, Alabama 28265

Thuy Trieu, P.E.
Geotechnical Engineer
Licensed, AL 52761

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA

04.01.2024

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Test Boring Record Sheets (Six Sheets) (from original report, dated February 28, 2018)

APPENDIX D

GBA Information Sheet

Note: The section numbers used in this addendum correspond to the section numbers used in our Soil Survey and Materials Report, dated February 28, 2018.

5 PAVEMENT DESIGN

5.1 GENERAL

Mr. Davis with Volkert, Inc. indicated that the existing width of Dr. Martin Luther King, Jr. Avenue between Beauregard Street to Three Mile Creek Bridge will remain unchanged and the updated road design include restriping to show less vehicular lanes and include bike lanes and on-street parking. Based on the plans provided by Volkert, Inc., the existing asphaltic concrete pavement structure along Dr. Martin Luther King, Jr. Avenue is to be milled and overlaid with bituminous concrete. The proposed pavement design cannot cause the total equivalent buildup to increase the overall grade and elevation of the existing pavement. The pavement design is based on the available traffic data for Dr Martin Luther King, Jr. Avenue obtained from the Alabama Department of Transportation (ALDOT) website (https://aldotgis.dot.state.al.us/TDMPublic/).

Most recent traffic data along Dr. Martin Luther King, Jr. Avenue was not provided. Available traffic data for Dr Martin Luther King, Jr. Avenue was obtained from the ALDOT website (https://aldotgis.dot.state.al.us/TDMPublic/) and used. The AASHTO Pavement Design printouts for the project are provided in **Appendix A**.

Resilient modulus (M_R) testing was performed on remolded samples collected from the base material below the existing pavement sections. Two soil samples collected for classification testing in preparation for the M_R testing for previous phases of the project, classified as A-2-4, also represent materials that was encountered along Dr. Martin Luther King, Jr. Avenue. Reference **Table 3** below for the resilient modulus testing procedure. **Table 4** below shows the M_R testing results and the average M_R used for the new roadway design. First, the standard Proctor maximum dry density and optimum moisture content were determined for each sample. Second, according to soil classification, the samples were remolded and tested at the target maximum dry density percentages and moisture contents. After reviewing the test values, an average M_R value of 9,025 pounds per square inches (psi) was chosen for the design.

Table 3: Resilient Modulus Testing Procedure

Soil Type	Remolded % of max dry density relative to std. Proctor	Moisture Content relative to Proctor curve	MR Chamber Confining Pressure to use in design (psi)
A-1 (all)	96%	optimum	4
A-3	96%	optimum	4
A-2-4	96%	optimum	4
A-2-5	96%	optimum	4
A-2-6	96%	optimum	2
A-2-7	96%	optimum	2
A-4	96%	optimum	2
A-5	96%	optimum	2
A-6	96%	wet side	2
A-7 (all)	96%	wet side	2

Table 4: M_R Results

Sample ID	M_R
MR –sta. 221+26 thru sta. 245+00 – 30' RT of CL – Broad Street (Phase I soil samples)	9,131 psi
MR –sta. 248+00 thru 266+00– 30' LT of CL – Broad Street (Phase I soil samples)	8,920 psi
Total	18,051 psi
N	2
mean, X	9,025 psi
standard Dev., S	149 psi
X ± 2S	9,323 psi
	8,727 psi

Design traffic was determined from the maximum daily traffic count nearest the average of the daily traffic count of the two locations provided in aldotgis.dot.state.al.us. The 2022 average annual daily traffic (AADT) value of 6,105 is the design traffic count used in this addendum, which is slightly lower than the 2018 AADT value of 7,676, which was used in the original report submitted on February 28, 2018, as part of WSP deliverables.

Equivalent single axle load (ESAL) range C/D shall be used for the design of asphalt mixes for the project (ESAL of 1,164,487 as calculated using ALDOT design procedures). A design structural number (SN) of 3.42 was determined.

The following is a project summary for Broad Street – Phase IV:

Phase IV of the project along Dr. Martin Luther King, Jr. Avenue extends from Butchers Lane to Beauregard Street (SR-16) and is in an urban setting. The total length of the project along Dr. Martin Luther King, Jr. Avenue is 6,978.99 feet.

Bituminous concrete was encountered between Stations 40+70 and 45+00. The average thickness of the existing bituminous concrete is approximately 7.25 inches, and the pavement condition was determined to be in fair condition.

Reinforced concrete pavement overlaid with bituminous concrete was encountered between Stations 45+00 and 50+60, 52+69 and 81+36, Station 83+16 and 86+62, and 88+35 to 99+24.78. The average thickness of the concrete pavement is approximately 4.5 inches, and the average thickness of bituminous concrete overlay is approximately 4.25 inches. The pavement condition was determined to be in fair condition.

Reinforced concrete pavement overlaid with bituminous concrete was encountered between Stations 50+60 and 52+69, Stations 81+36 and 83+16, and between Stations 86+62 and 88+35. The average thickness of the concrete pavement is approximately 4.5 inches, and the average thickness of bituminous concrete overlay is approximately 1.3 inches. The pavement condition was determined to be in fair condition.

Similar to Phases I, II, and III and due to the varying pavement conditions, types, and thicknesses encountered during our field work, we evaluated several different options for pavement construction/reconstruction as outlined below.

Table 5: Pavement Design Parameters

Pavement Design Parameters	Value
Terminal Serviceability	3.0
Reliability Level	95%
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,025 psi
One Lane in Each Direction	
Lane Distribution Factor (FLD)	100%
Layer Coefficient	0.54
Truck Weight Distribution Factor	0.99
Performance Period	12 years

Different approaches that are determined to be economically viable and were evaluated as possible options to construct/re-construct the pavement sections in Phase IV. The most economical option is shown below.

Plane 2.0 inches of the existing bituminous concrete pavement between Stations 29+72.52 and Station 99+36.33. and replace with 2.0 inches of new wearing surface course.

Pavement build-up for the recommended option is presented below:

Required Pavement Buildup – Station 29+72.52 to Station 33+12.95 (Most economical option):

408A-052 Planing Existing Pavement (Approximately 1.1" thru 2.0")-Plane 2.0"

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 33+12.95 to Station 37+04.12:

408A-052 Planing Existing Pavement (Approximately 1.1" thru 2.0")-Plane 2.0"

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

424B-655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)

305B-078 Crushed Aggregate, Section 825, Type B (Approximately 6" Thick), For Miscellaneous Use – Cubic Yard.

210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

405A-000 Tack Coat – Gallon

Required Pavement Buildup – Station 37+04.12 to Station 37+26.05 and Station 39+58.46 to Station 39+78.46 (Bridge End Slab):

408A-052 Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 39+78.46 to Station 44+61.89:

408A-052 Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

424B-655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)

305B-078 Crushed Aggregate, Section 825, Type B (Approximately 6” Thick), For Miscellaneous Use – Cubic Yard.

210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 44+61.89 to Station 97+15.00:

408A-052 Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

424B-655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)

305B-078 Crushed Aggregate, Section 825, Type B (Approximately 6” Thick), For Miscellaneous Use – Cubic Yard.

210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 97+15.00 to Station 99+36.33:

408A-052	Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)
424B-655	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)
305B-078	Crushed Aggregate, Section 825, Type B (Approximately 6” Thick), For Miscellaneous Use – Cubic Yard.
210D-022	Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard
405A-000	Tack Coat – Gallon

5.2 LEVELING

Quantities of leveling and patching should be set-up for use as directed by the Engineer.

Pay Item No. 424B-658 Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4” Maximum Aggregate Size, ESAL Range C/D – per ton.

5.3 PATCHING

Quantities of patching should be set-up for use as directed by the Engineer.

Pay Item No. 424B-654 Superpave Bituminous Concrete Upper Binder Layer, Patching, 3/4” Maximum Aggregate Size, ESAL Range C/D.– per ton.

5.4 OMITTED

5.5 NUCLEAR TESTING DEVICE

Any nuclear testing devices needed for testing will be furnished by the State/Owner.

5.6 CRUSHED AGGREGATE

Crushed aggregate for miscellaneous use.

Pay Item No. 305B-078 Crushed Aggregate, Section 825, Type B, For Miscellaneous Use – per ton.

5.7 REMIXING DEVICE

A remixing device will be required.

Pay Item No. 410H-000 Remixing Device – per each.

5.8 BORROW EXCAVATION

Pay Item No. 210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

5.9 TACK COAT

Pay Item No. 405A-000 Tack Coat – Gallon

5.10 PAVED DRIVEWAYS:

Pay Item No.: 424A-361 Superpave Bituminous Concrete Wearing Surface Layer, ¾" Maximum Size Aggregate Mix, ESAL Range C/D (Approximately 165 lbs./sy)

Pay Item No.: 305B-078 Crushed Aggregate, Section 825, Type B, For Miscellaneous Use – per ton.

5.11 BORING LOGS

The borings were completed in general accordance with BMT-390**.** Test Boring Records for each boring are included in **Appendix D**.

5.12 BORING PLANS:

Boring Location Plans indicating the locations of the borings within the proposed right-of-way are attached in **Appendix D** of this report in the form of 11 x 17-inch drawings. Please note that the test locations should be considered approximate.

REQUIRED PROJECT NOTES:

- All planing necessary for tie-ins and turnouts shall be subsidiary of Pay Item 424A-361. LA Abrasion Data is not available.

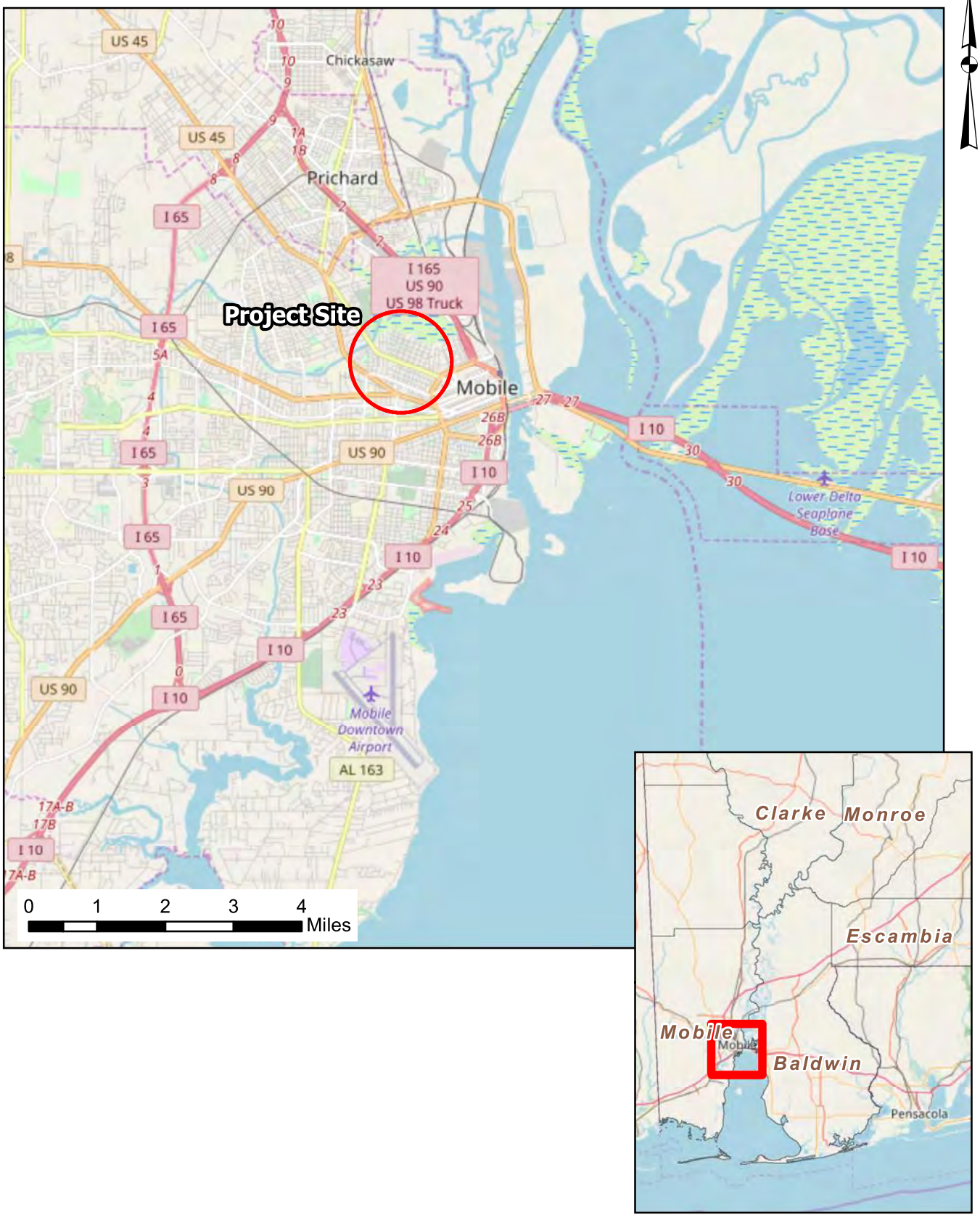
RECOMMENDED PAY ITEMS

- 210D-022 - Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard.
- 305B-078 - Crushed Aggregate, Section 825, Type B, For Miscellaneous Use – per ton.
- 405A-000 Tack Coat Bituminous Treatment A – Gallon.
- 408A-052 – Planing Existing Pavement (Approximately (1.10” thru 2.0” Thick) – Square Yard.
- 410H-000 - Remixing Device – per each.
- 424A-361 - Superpave Bituminous Concrete Wearing Surface Layer, ¾" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 424B-654 - Superpave Bituminous Concrete Upper Binder Layer, Patching, ¾" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 424B-655 - Superpave Bituminous Concrete Upper Binder Layer, Patching,1" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 424B-658 - Superpave Bituminous Concrete Upper Binder Layer, Leveling, ¾" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 618A-000 - Concrete Sidewalk, 4" Thick – Square Yard.
- 623B-002 – Concrete Curb, Type A.
- 623C-003 – Combination Curb & Gutter, Type C (Modified).

APPENDIX

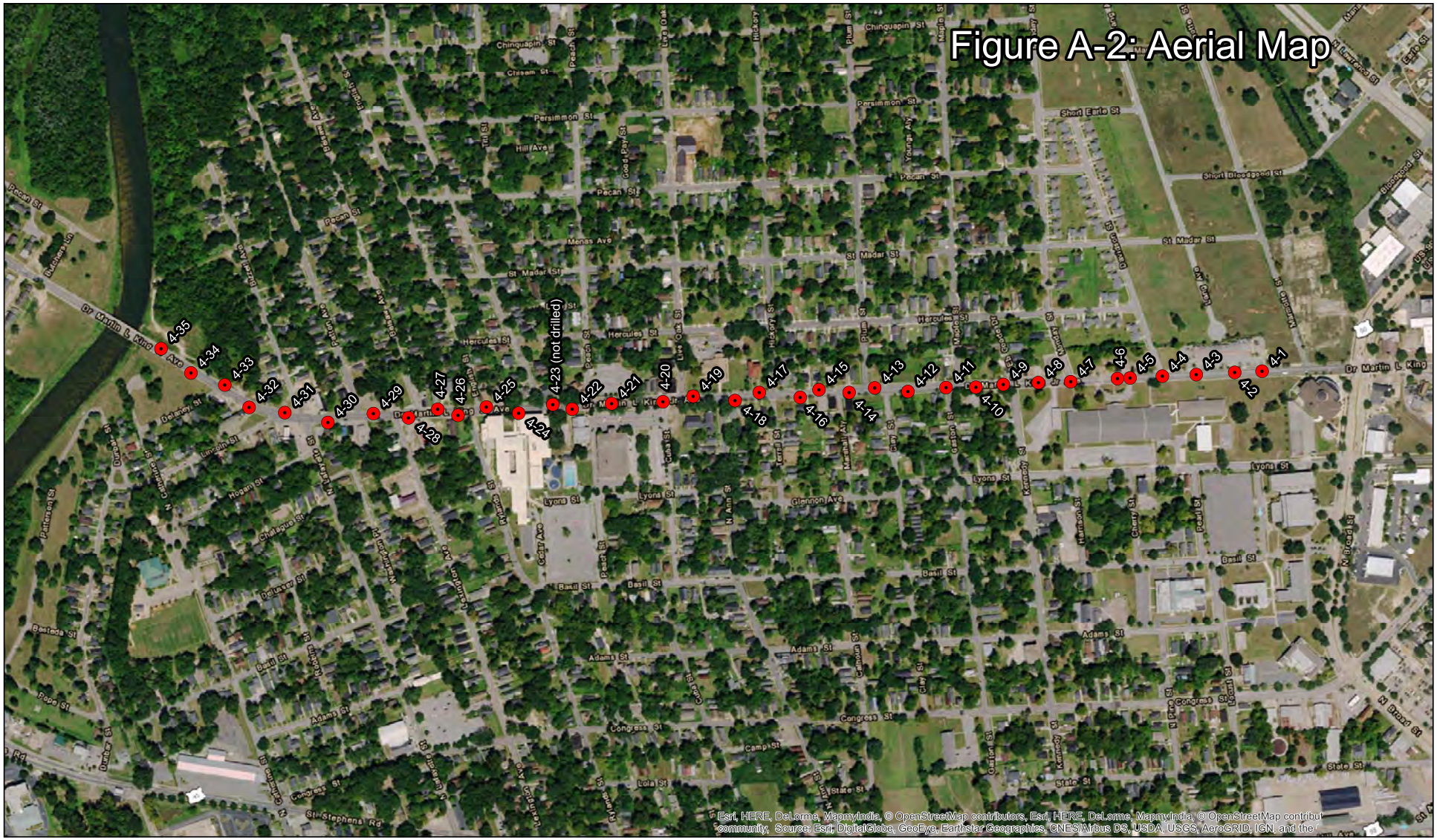
APPENDIX A

Figure A-1: Location Map



WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-1: Location Map	**City Of Mobile** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-2: Aerial Map



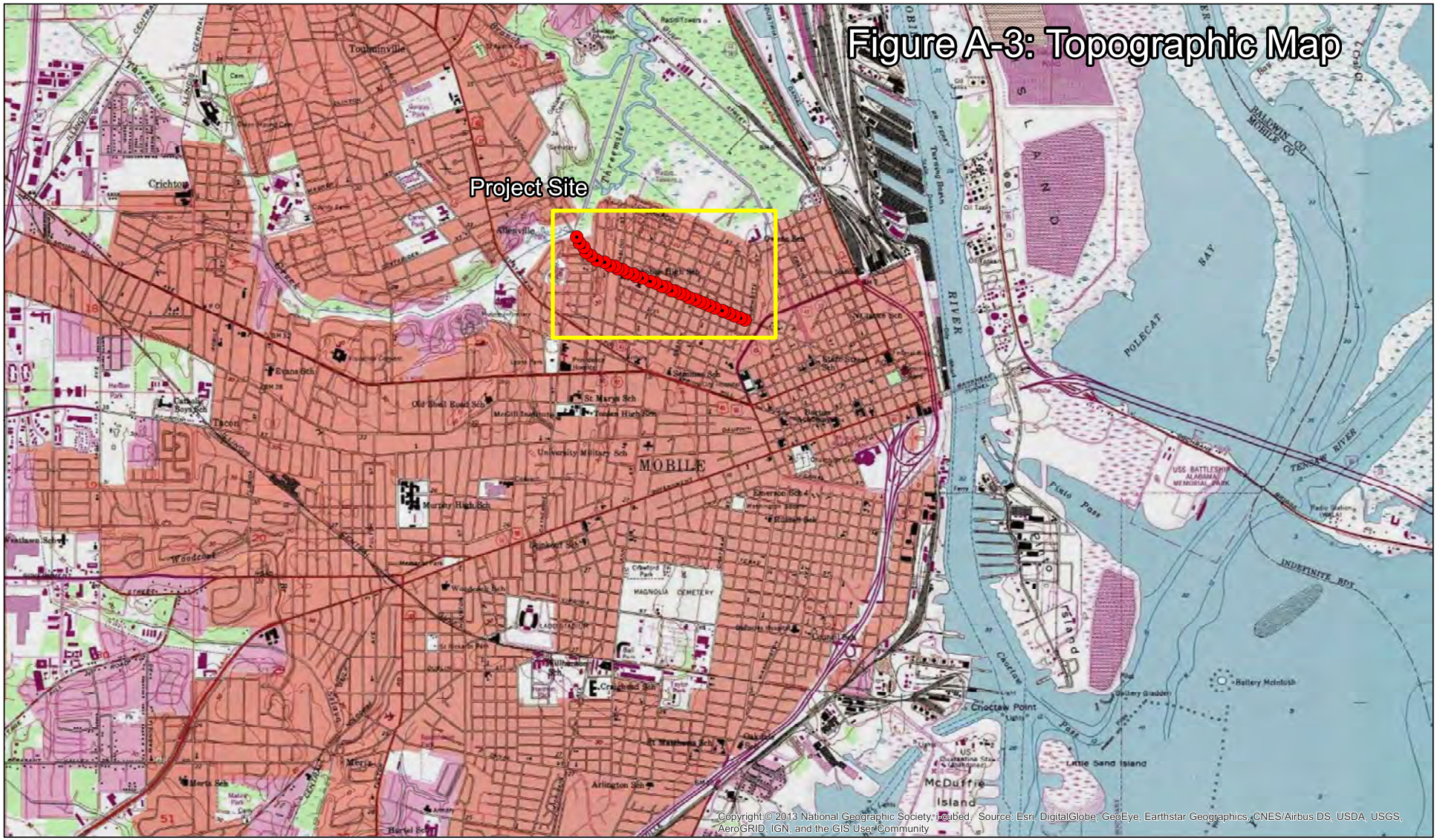
0 500 1,000 2,000 Feet

4-10 Approximate location of soil boring

N

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-2: Aerial Map	City Of Mobile Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-3: Topographic Map



0 0.5 1 1.5 Miles

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-3: Topographic Map	City Of Mobile Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile Co., Alabama
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-4: Geologic Map



Alluvial, coastal and low terrace deposits (Qalt): fine to coarse and medium quartz sand containing clay lenses, silt and gravel in places.

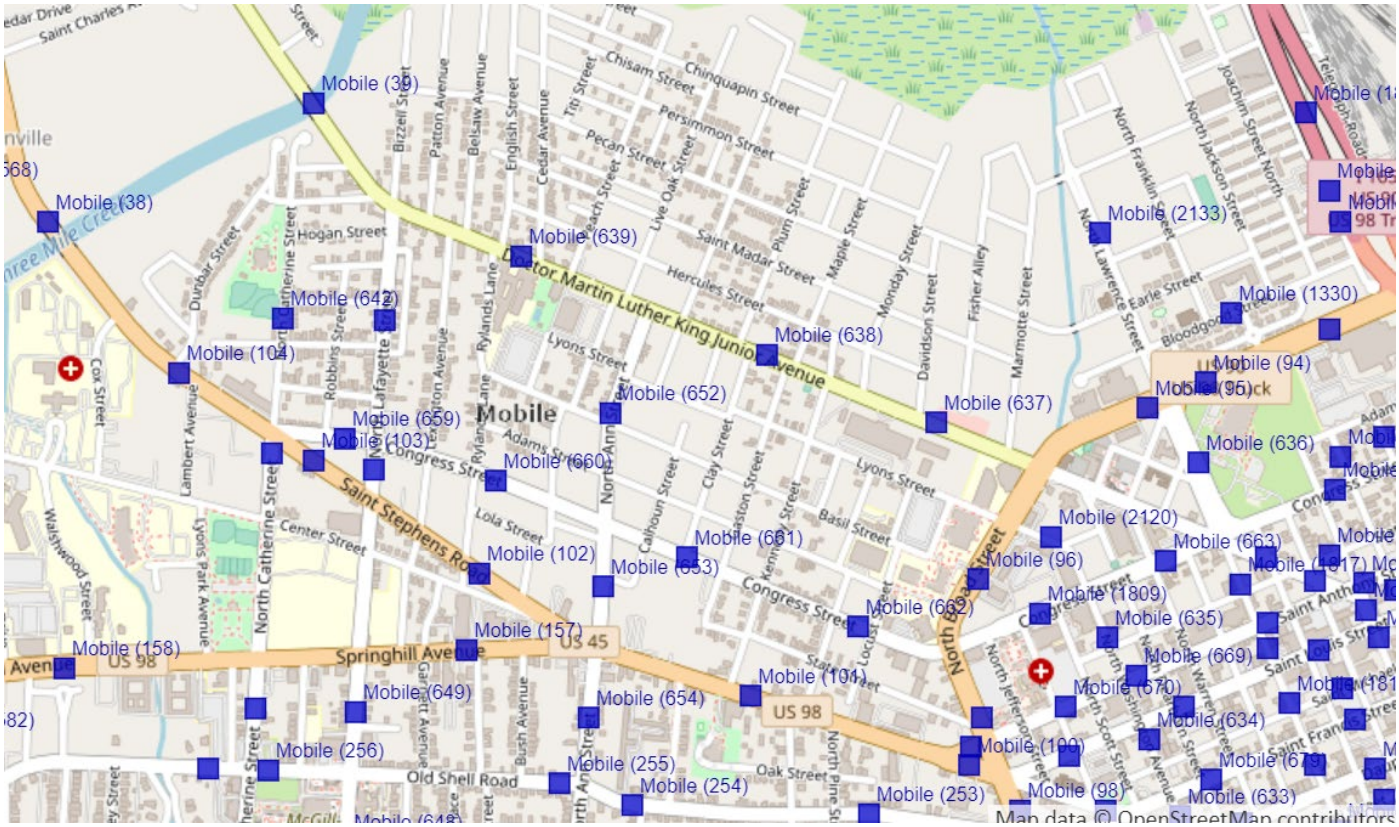
Source: Szabo, M.W., Osborne, E.W., Copeland, C.W. Jr., and Neathery, T.L., 1988, Geologic Map of Alabama, GSA Special Map 220.

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama 35242

DRAWN / CHECKED	FIGURE
TTT / MMA	Figure A-4: Geologic Map
REVISED	PROJECT NUMBER
11-10-2023	7382-23-4132

Alabama Department of Transportation
Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV
Mobile Co., Alabama
ALDOT Project No.: ST-049-999-013

Traffic Data



Traffic Section Mobile 639

Current Traffic (2022) = 6,105
Projected traffic (2042) = 10,008
Growth Rate/year = 2.5%
Current Traffic TADT = 4%
FDD (Direction Dist.) = 0.5
FLD (Lane Distribution) = 100%

$$\text{ESALS} = \frac{(\text{Current Traffic} + \text{Projected Traffic})}{2} (\text{TADT}) (0.99) (\text{FDD}) (\text{FLD}) (7300)$$

$$\text{ESALS} = \frac{(6{,}105 + 10{,}008)}{2} (0.04) (0.99) (0.50) (1) (7300) = 1{,}164{,}487 \text{ ESALS}$$

ESAL RANGE = C/D

The number of ESALs in the design lane over the 20-year traffic analysis period is calculated as follows:

$$ESALs = \frac{(C+P)}{2}(TADT)(0.99)(FDD)(FLD)(7300)$$

Where:

C = Current or initial, average annual daily traffic (AADT) volume.

P = Projected or future, AADT volume in 20 years.

TADT = Percent commercial vehicles expressed in decimal format.

0.99 = Truck weight distribution factor or average number of 18-kip (80 kN) ESALs applied per truck.

FDD = Directional distribution factor. Use 0.50 unless specified otherwise by Transportation Planning and Modal Programs Bureau.

FLD = Lane distribution factor. Use values selected from the following:

Number of Lanes In One Direction	FLD	
	Rural	Urban
1	1.00	1.00
2	0.95	0.85
>2	0.70	0.70

7300 = Number of days in 20 years or (20 X 365).

Pavement Design

1993 AASHTO Pavement Design

DARWin Pavement Design and Analysis System

A Proprietary AASHTOWare
Computer Software Product

Flexible Structural Design Module

Flexible Structural Design

18-kip ESALs Over Initial Performance Period	1,094,232
Initial Serviceability	4.2
Terminal Serviceability	3
Reliability Level	85 %
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,025 psi
Stage Construction	1
Calculated Design Structural Number	3.42 in

Rigorous ESAL Calculation

Performance Period (years)	12
Two-Way Traffic (ADT)	11,230
Number of Lanes in Design Direction	2
Percent of All Trucks in Design Lane	85 %
Percent Trucks in Design Direction	50 %

Vehicle Class	Percent of ADT	Annual % Growth	Average Initial Truck Factor (ESALs/ Truck)	Annual % Growth in Truck Factor	Accumulated 18-kip ESALs over Performance Period
2	96	2.5	0.0002	0	4,617
5	4	2.5	1.1327	0	1,089,615
Total	100	-	-	-	1,094,232

Growth	Compound
Total Calculated Cumulative ESALs	1,094,232

OPTION "A" - PLANE 2 inches and Place 2 inches of New BIT. CONCRETE

County: Mobile **Project:** 7382234132 **Date:** 3/31/2024

Region: Southwest

Description: Dr. Martin Luther King JR., Avenue - Broad Street Project - Phase IV

Remarks:

EQUIVALENT PAVEMENT BUILD-UP

Existing Layers	in	Coeff	SN
DARWin Required SN	3.42	1.00	3.42
2.25" of existing Asphaltic Concrete pavement to remain in place	2.25	0.44	0.99
4.5" of existing PCC pavement to remain in place	4.50	0.35	1.58
		Required SN	0.86

Proposed Build-up

Pay Item	Layer Description	lb/sy	X	Density	in	Coeff	SN	SN	
424A-361	3/4" Wearing, C/D	220	1	148	1.98	0.54	1.07		
								1.07	Build-up
								0.86	Required SN
		Total Overlay Thickness (in)			1.98			1.07	Total SN
		Total Pavement Thickness (in)			8.73				

Notes: Column X represents the number of applied layers.
Laydown rates are approximate and should be adjusted for thickness in the field

OPTION "A" - PLANE 2 inches and Place 2 inches of New BIT. CONCRETE

County: Mobile **Project:** 7382234132 **Date:** 3/31/2024

Region: Southwest

Remarks: 2 FOOT REBUILD OF EXISTING PAVEMENT ALONG DR. MARTIN LUTHER KING JR. AVENUE

Remarks: Widening

Equivalent Pavement Build-up

Existing Layers	in	Coeff	SN
DARWin Required SN	3.42	1.00	3.42
		Required SN	3.42

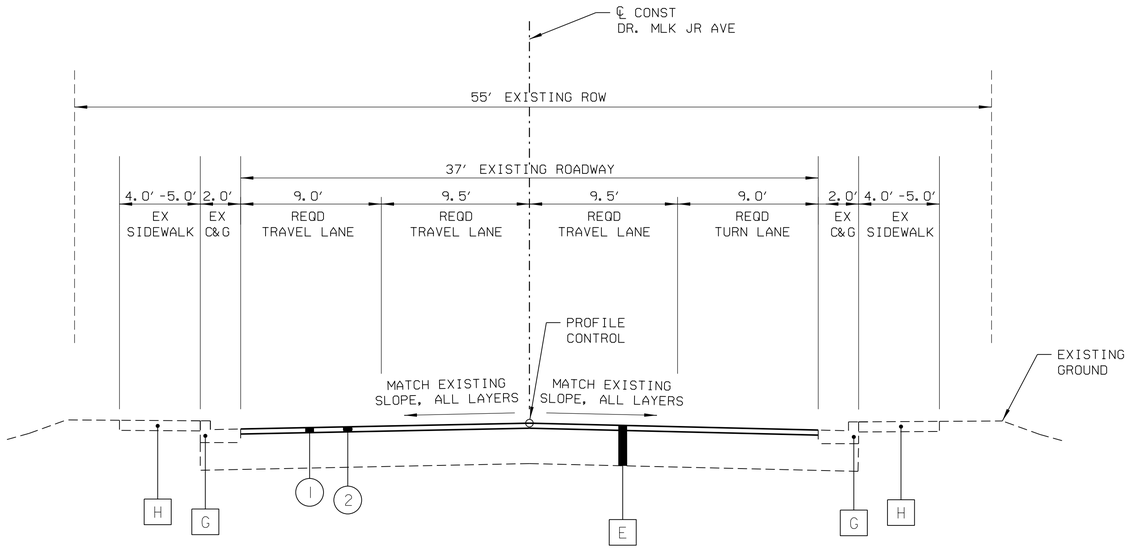
Proposed Build-up **Outside Shoulder Widening (Required 16.12 inches)**

Pay Item	Layer Description	lb/sy	X	Density	in	Coeff	SN	SN
424A-361	3/4" Wearing, C/D	220	1	148	1.98	0.54	1.07	
424B-655	1" Patching - Upper Binder, C/D	350	1	144	3.24	0.54	1.75	
			1	144	0.00	0.54	0.00	
								2.82 Build-up
								3.42 Required SN
		Total Thickness (in)			5.22			2.82 Total SN

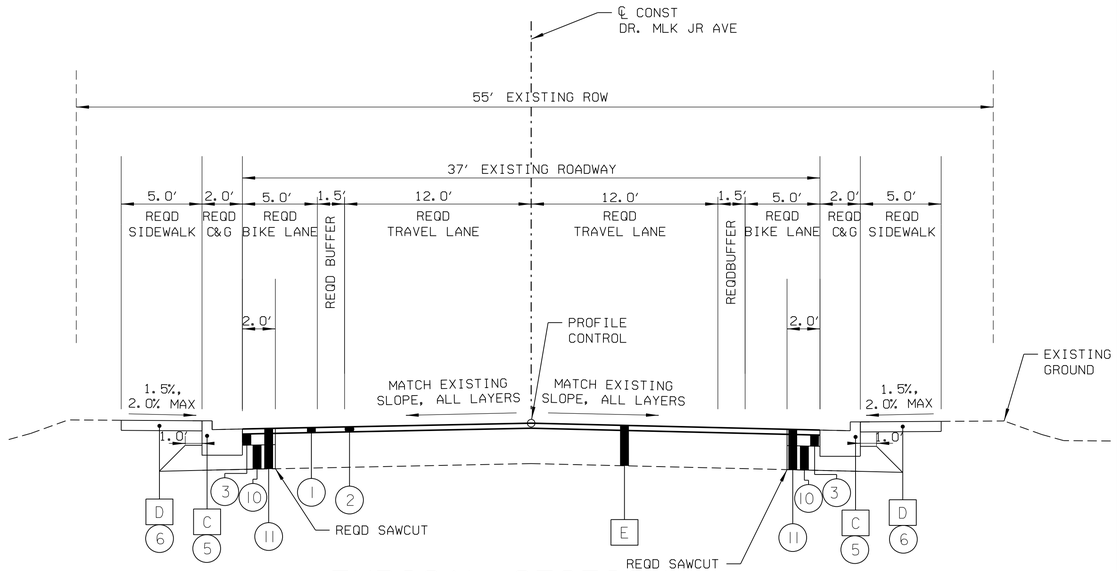
Notes: Column X represents the number of applied layers.
Laydown rates are approximate and should be adjusted for thickness in the field

TYPICAL SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2024	2



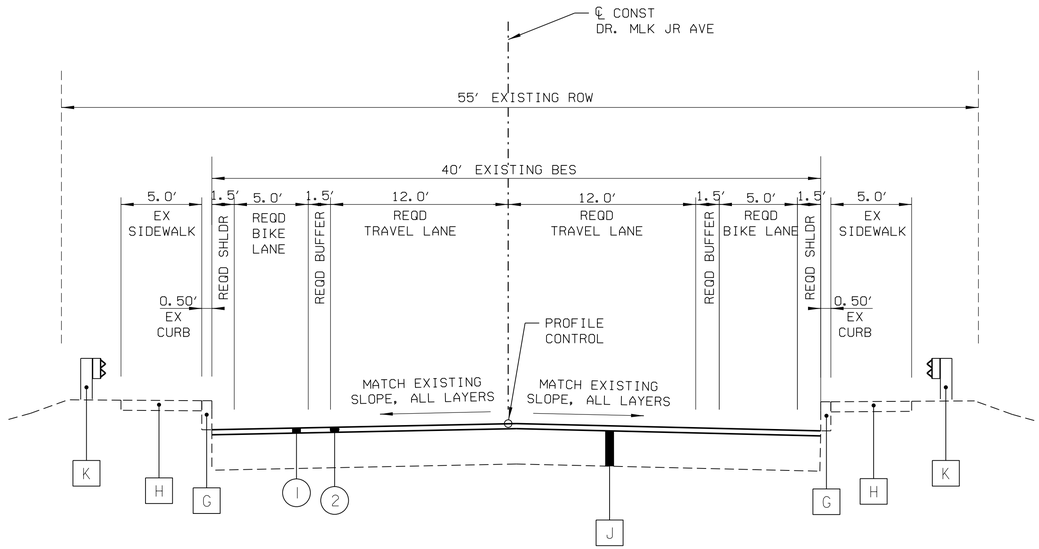
TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 29+72.52 TO STA 33+12.95



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 33+12.95 TO STA 37+04.12

IN-PLACE AND REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
C		IN-PLACE CURB AND GUTTER (REMOVE)
D		IN-PLACE SIDEWALK (REMOVE)
E		IN-PLACE BITUMINOUS PAVEMENT (PLANE & RETAIN) (APP 7" THICK)
G		IN-PLACE CURB (RETAIN)
H		IN-PLACE SIDEWALK (RETAIN)
J		IN-PLACE BRIDGE END SLAB (RETAIN)
K		IN-PLACE GUARDRAIL (REMOVE & REPLACE)
1	408A-052	PLANING EXISTING PAVEMENT (APP 1.1" THRU 2.0") (PLANE 2")
2	424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP 220 #/SY)
3	424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE, ESAL RANGE C/D (APP 350 #/SY)
5	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
6	618A-000	CONCRETE SIDEWALK, 4" THICK
10	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B (APP 6" THICK) (APP 10.42' WIDTH)
11	210A-000 OR 210D-022	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
BRIDGE END SLAD
STA 37+04.12 TO STA 37+26.05
STA 39+58.46 TO STA 39+78.46

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	90%			TYPICAL SECTION	DR. MLK JR AVENUE

User Is: katelyn.finnorn 26-MAR-2024 00:17 Plot Scale=3.000000:1.000000 $$COLORTABLE$$ $$PENTABLE$$ Projects\P1201074 - Broad Street Phase IV\Project Design\Plans Assembly\002_2N_074_typ.dgn

TYPICAL SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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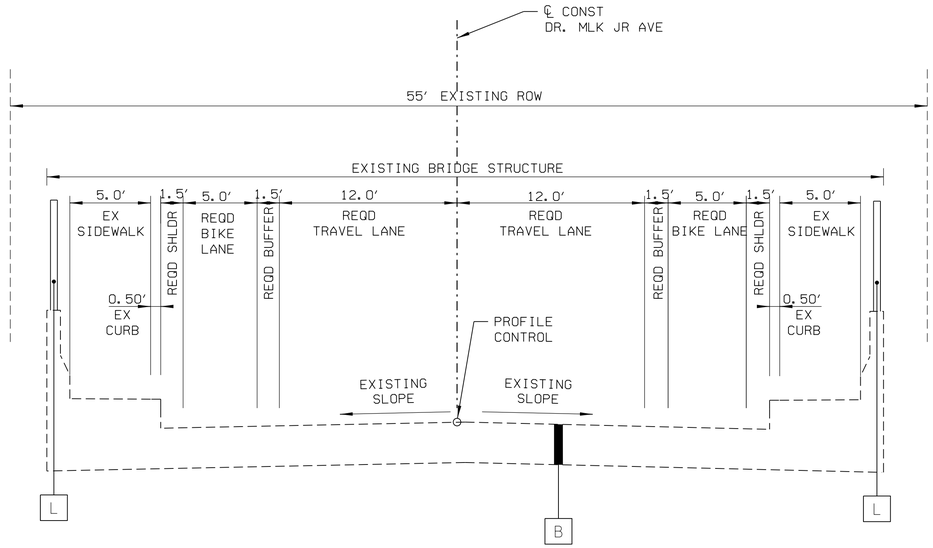
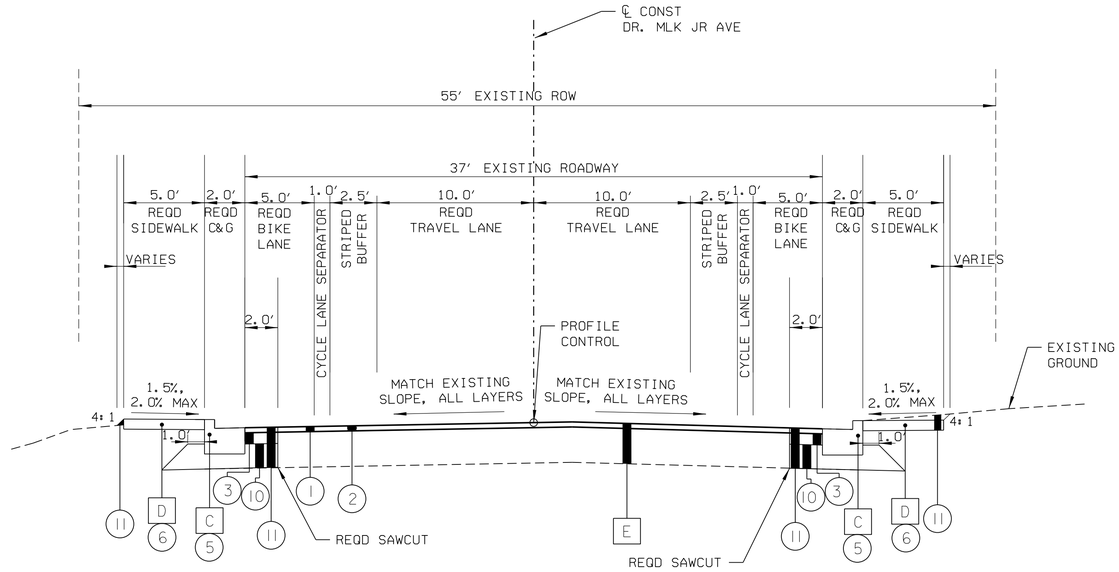


TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 37+26.05 TO STA 39+58.46



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 39+78.46 TO STA 44+61.89

IN-PLACE AND REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
B		IN-PLACE BRIDGE STRUCTURE (RETAIN)
C		IN-PLACE CURB AND GUTTER (REMOVE)
D		IN-PLACE SIDEWALK (REMOVE)
E		IN-PLACE BITUMINOUS PAVEMENT (PLANE & RETAIN) (APP 7" THICK)
L		IN-PLACE FENCE (REMOVE & REPLACE)
1	408A-052	PLANING EXISTING PAVEMENT (APP 1.1" THRU 2.0") (PLANE 2")
2	424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP 220 #/SY)
3	424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE, ESAL RANGE C/D (APP 350 #/SY)
5	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
6	618A-000	CONCRETE SIDEWALK, 4" THICK
10	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B (APP 6" THICK) (APP 10.42' WIDTH)
11	210A-000 OR 210D-022	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	90%			TYPICAL SECTION	DR. MLK JR AVENUE

TYPICAL SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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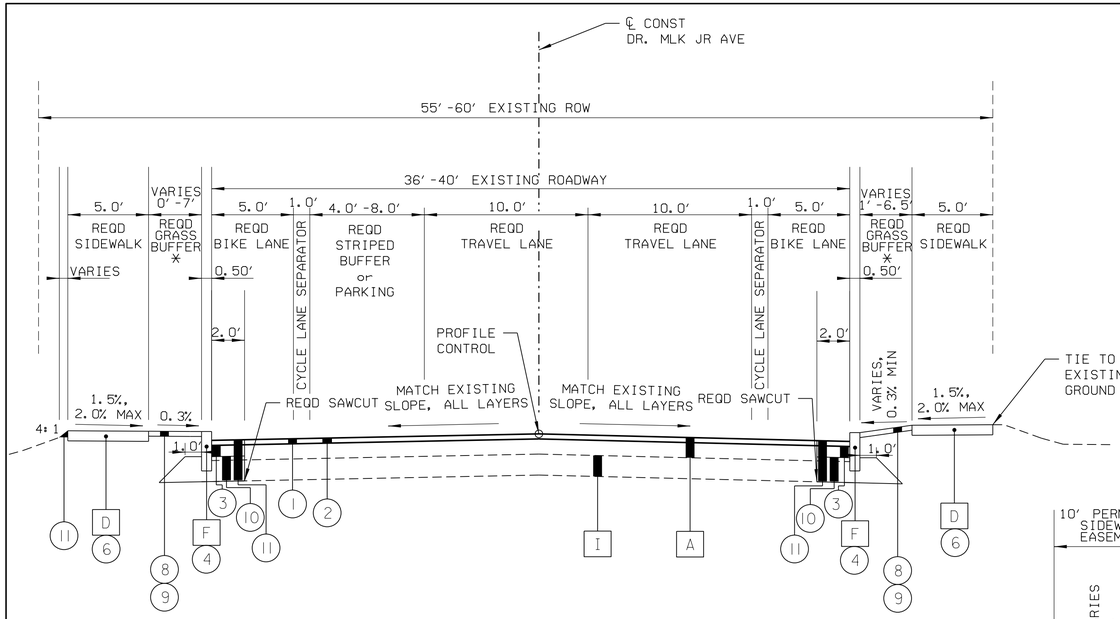
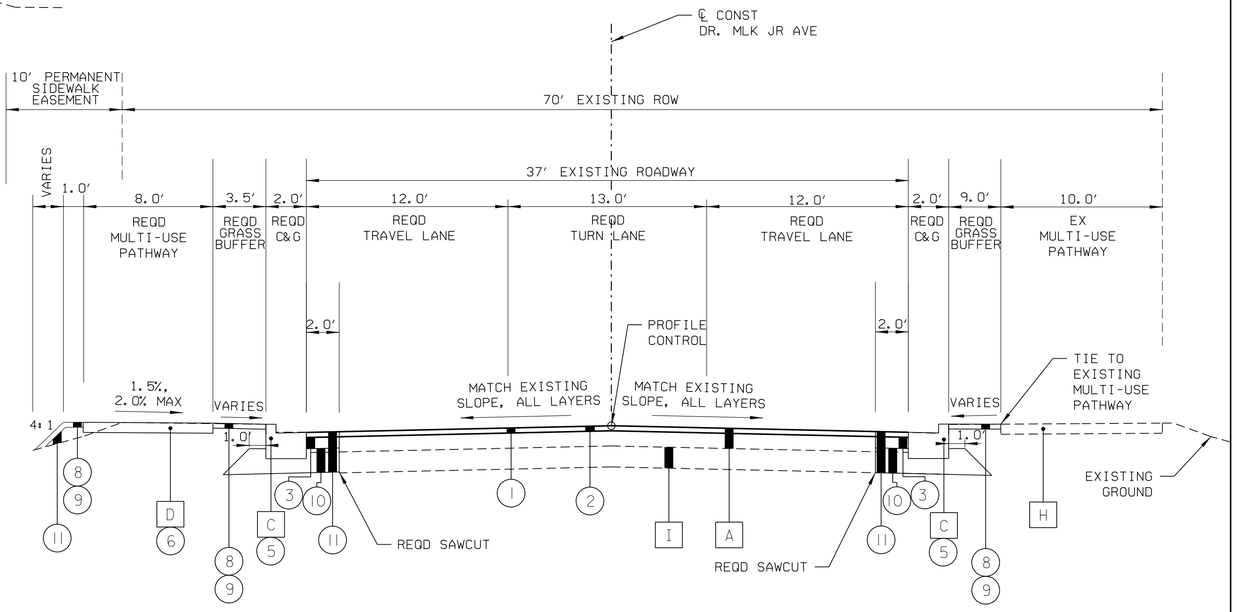


TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 44+61.89 TO STA 97+15.00



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 97+15.00 TO STA 99+36.33

IN-PLACE AND REQUIRED MATERIALS LEGEND

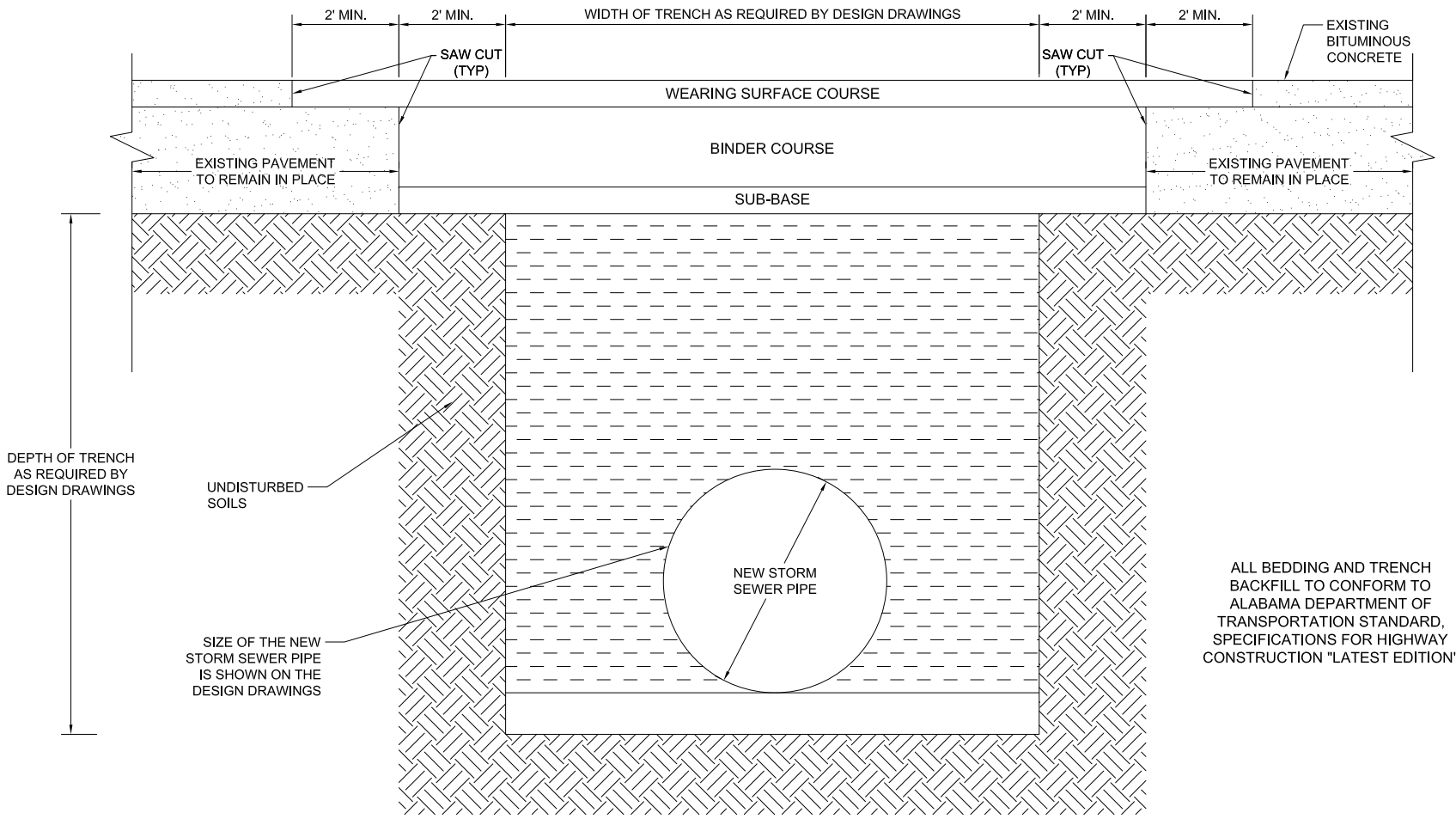
LEGEND NO.	ITEM NO.	DESCRIPTION
A		IN-PLACE BITUMINOUS PAVEMENT (PLANE & RETAIN) (APP 4" THICK)
C		IN-PLACE CURB AND GUTTER (REMOVE)
D		IN-PLACE SIDEWALK (REMOVE)
F		IN-PLACE CURB (REMOVE)
I		IN-PLACE CONCRETE PAVEMENT (RETAIN) (APP 4" THICK)
1	408A-052	PLANING EXISTING PAVEMENT (APP 1.1" THRU 2.0") (PLANE 2")
2	424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP 220 #/SY)
3	424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE, ESAL RANGE C/D (APP 350 #/SY)
4	623B-002	CONCRETE CURB, TYPE A
5	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
6	618A-000	CONCRETE SIDEWALK, 4" THICK
8	650A-000	TOPSOIL (4" THICKNESS)
9	654A-001	SOLID SODDING (BERMUDA)
10	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B (APP 6" THICK) (APP 10.42′ WIDTH)
11	210A-000 OR 210D-022	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))

* BUFFER TO BE CONCRETE IN AREAS LESS THAN 2′ IN WIDTH

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	90%			TYPICAL SECTION	DR. MLK JR AVENUE

CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	



** WEARING SURFACE COURSE AND BINDER COURSE THICKNESS SHALL BE IN ACCORDANCE WITH DESIGN DRAWING

OPEN CUT FOR THE INSTALLATION OF STORM SEWER ROADWAY PIPE (N.T.S.)

WSP USA INC
4000 MEADOW LAKE DRIVE
SUITE 121
BIRMINGHAM, ALABAMA 35242

WSP PROJECT NO.: 7382-23-4132
DRAWN BY: TTT
CHECKED BY: MMA
11-10-2023

Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) – Phase IV
ALDOT PROJECT NO. ST-049-999-013
Mobile, Mobile Co., Alabama

FIGURE. NO. A-6

ALABAMA DEPARTMENT OF TRANSPORTATION

NOT TO SCALE

SHEET TITLE: PATCHING DETAIL FOR OPEN CUT CROSS SECTION

ROUTE: MLK JR AVE

Pavement Photographs and Core Photos

Table No. 1– Existing Buildup/Condition Data - Summary

Boring Location	Station*	O/S	Asphalt Thickness (inches)	Concrete Thickness (inches)	Total Thickness (inches)	Direction	Direction
4-1	95+21	C/L	5	5	10	Center Line	
4-2	93+90	C/L	4	6	10	Center Line	
4-3	92+00	C/L	4	6	10	Center Line	
4-4	90+28	C/L	5	6	11	Center Line	
4-5	88+68	C/L	4	6	10	Center Line	
4-6	88+02	C/L	1	6	7	Center Line	
4-7	85+22	6' LT	6	4	10	WBL	WBL
4-8	84+31	C/L	5	6	11	Center Line	
4-9	82+01	C/L	2	3	5	Center Line	
4-10	80+70	18' RT	4	1	5	EBL	EBL
4-11	79+47	C/L	4	3	7	Center Line	
4-12	77+85	8' RT	6	5	11	EBL	EBL
4-13	76+11	11' LT	4	4	8	WBL	WBL
4-14	74+85	C/L	4	6	10	Center Line	
4-15	73+70	6' LT	4	4	8	WBL	WBL
4-16	72+47	5' RT	6	5	11	EBL	EBL
4-17	70+66	9' LT	5	5	10	WBL	WBL
4-18	69+44	5' RT	5	5	10	EBL	EBL
4-19	67+41	9' LT	4	4	8	WBL	WBL
4-20	65+74	C/L	4	4	8	Center Line	
4-21	63+30	14' LT	4	4	8	WBL	WBL
4-22	61+60	5' RT	5	5	10	EBL	EBL
4-23	Test boring was not drilled because of underground utilities in close proximity.						
4-24	58+81	9' RT	6	5	11	EBL	EBL
4-25	57+35	9' LT	4	3	7	WBL	WBL
4-26	55+92	8' RT	5	6	11	EBL	EBL
4-27	54+79	13' LT	5	5	10	WBL	WBL
4-28	53+64	8' RT	6	5	11	EBL	EBL
4-29	51+73	14' LT	1	5	6	WBL	WBL
4-30	49+46	17' RT	4	6	10	EBL	EBL
4-31	47+47	12' LT	4	6	10	WBL	WBL
4-32	45+69	7' RT	5	1	6	EBL	EBL
4-33	44+24	12' LT	7	0	7	WBL	WBL
4-34	42+86	11' RT	8	0	8	EBL	EBL
4-35	40+70	16' LT	7	0	7	WBL	WBL

C/L: Center Line
WBL: West Bound Lane
EBL: East Bound Lane
RT: Right
LT: Left
O/S: Off-Set



Photo 1: View of the asphaltic concrete/concrete core cut at Station 95+21 - Center Line - (Core No. 4-1). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–5 inches, and the bottom layer is concrete–5 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 2: View of the asphaltic concrete/concrete core cut at Station 92+00 – Center Line - (Core No. 4-3). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–4 inches, and the bottom layer is concrete–6 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 3: View of the asphaltic concrete/concrete core cut at Station 88+68 – Center Line - (Core No. 4-5). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–4 inches, and the bottom layer is concrete–6 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 4: View of the asphaltic concrete/concrete core cut at Station 85+22 – 6' LT of Center Line - (Core No. 4-7). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–6 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 5: View of the asphaltic concrete/concrete core cut at Station 73+70 – 6' LT of Center Line - (Core No. 4-15). The total core thickness is approximately 8 inches (top layer is asphaltic concrete–8 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 6: View of the asphaltic concrete/concrete core cut at Station 67+41 – 9' LT of Center Line - (Core No. 4-19). The total core thickness is approximately 8 inches (top layer is asphaltic concrete–8 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 7: View of the asphaltic concrete/concrete core cut at Station 63+30 – 14' LT of Center Line - (Core No. 4-21). The total core thickness is approximately 8 inches (top layer is asphaltic concrete–8 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 8: View of the asphaltic concrete/concrete core cut at Station 51+73 – 14' LT of Center Line - (Core No. 4-29). The total core thickness is approximately 6 inches (top layer is asphaltic concrete–1 inch, and the bottom layer is concrete–5 inches). Photograph taken by Rachele Taylor on 05-16-2017.



Photo 9: View of the asphaltic concrete/concrete core cut at Station 44+24 – 12' LT of Center Line - (Core No. 4-33). The total asphaltic concrete core thickness is approximately 7 inches. Photograph taken by Rachele Taylor on 05-16-2017.



Photo 10: View of the asphaltic concrete/concrete core cut at Station 42+86 – 11' RT of Center Line - (Core No. 4-34). The total asphaltic concrete core thickness is approximately 7 inches. Photograph taken by Rachele Taylor on 05-16-2017.

APPENDIX B

SOIL DATA SUMMARY SHEET
Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16)
Amec Foster Wheeler Project No.: 7630-17-1449.04

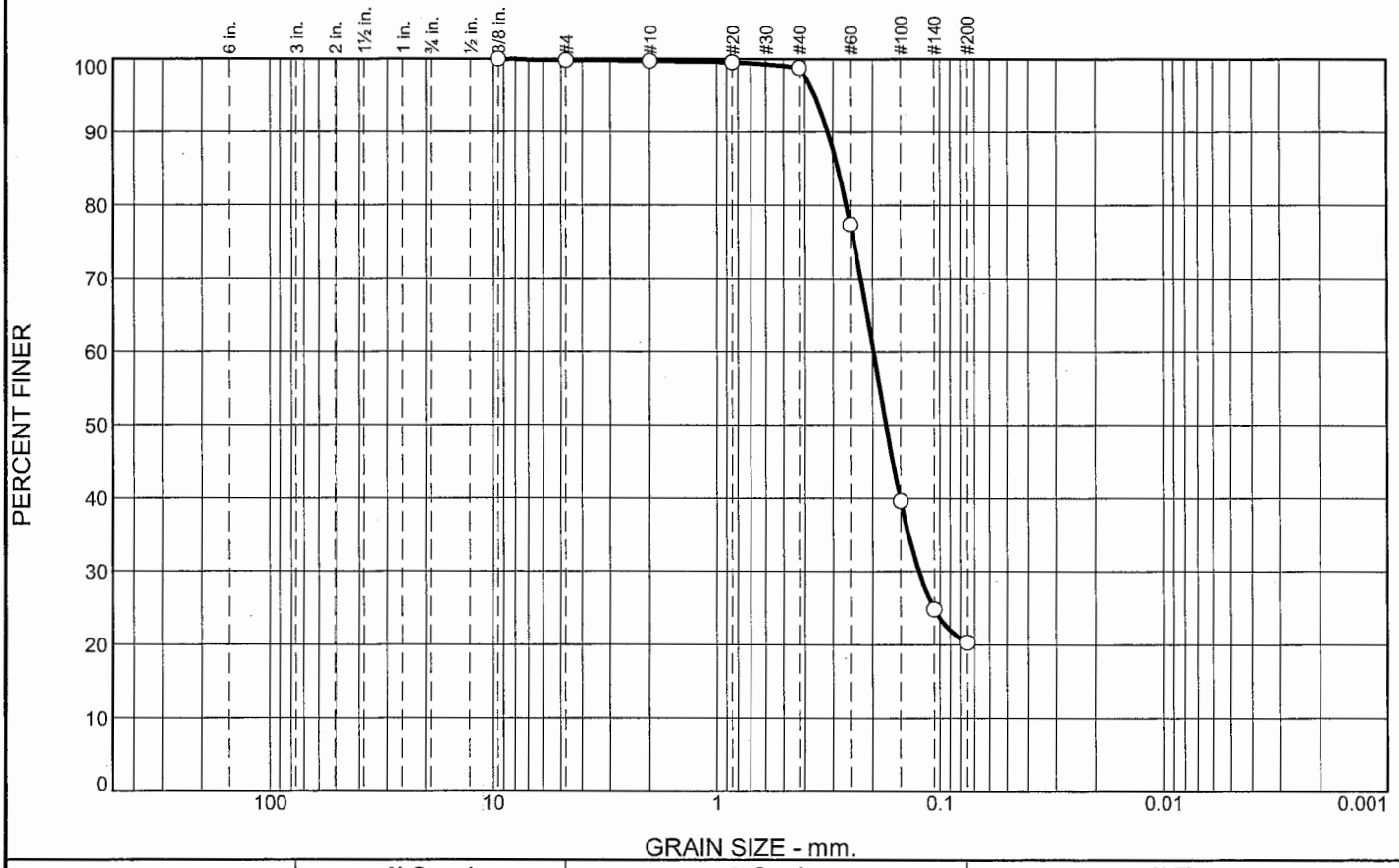
Station & Offset (Ft.)	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Gravel (%)	Sand (%)	Percent Passing #200 (if hydrometer data available)		D50 (mm)	Classification	
										% Silt	% Clay		USCS	AASHTO
90+28 C/L	4-4	S-1	1.0-2.5	14.3	--	--	--	0.2	79.5	20.3		0.1740	SM	A-2-4
	4-4	S-2	2.5-4.0	18.8	--	--	--	0.0	84.9	15.1		0.1801	SM	A-2-4
	4-4	S-3	4.0-5.5	21.4	--	--	--	2.5	85.7	11.8		0.1868	SM	A-1-b
82+01 C/L	4-9	S-1	1.0-2.5	16.7	NP	NP	NP	0.3	76.2	23.5		0.1669	SM	A-2-4
77+85 8' RT	4-12	S-2	2.5-4.0	13.5	--	--	--	0.0	68.9	31.1		0.1652	SM	A-2-4
	4-12	S-3	4.0-5.5	14.0	--	--	--	0.0	68.1	31.9		0.1825	SM	A-2-4
61+60 5' RT	4-22	S-1	1.0-2.5	12.7	36	15	21	0.0	33.8	66.2		--	CL	A-6
	4-22	S-2	2.5-4.0	16.6	46	18	28	0.0	34.3	65.7		--	CL	A-7-6
	4-22	S-3	4.0-5.5	13.8	--	--	--	0.0	37.1	62.9		--	CL	A-7-6
51+73 14' LT	4-29	S-2	2.5-4.0	20.9	41	16	25	0.2	25.9	73.9		--	CL	A-7-6
	4-29	S-3	4.0-5.5	20.7	46	19	27	4.5	30.4	65.1		--	CL	A-7-6

Soil Data Summary Sheet - Table B-1
Alabama Department of Transportation
ALDOT Project: ST-049-999-013
Project Name: Broad Street - Phase IV
County: Mobile

Checked by: TTT Date: 2/12/2018
Reviewed by: MMA Date: 2/23/2018

Additional Laboratory Test Results

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.1	0.9	78.5	20.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375"	100.0		
#4	99.8		
#10	99.7		
#20	99.6		
#40	98.8		
#60	77.4		
#100	39.7		
#140	24.9		
#200	20.3		

* (no specification provided)

Soil Description

Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3156 D_{85}= 0.2843 D_{60}= 0.1979
D_{50}= 0.1740 D_{30}= 0.1242 D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16169

NMC = 14.3%

Source of Sample: B-4-4 **Depth:** 1.0-2.5 ft
Sample Number: S1 **Date:** 2/6/18

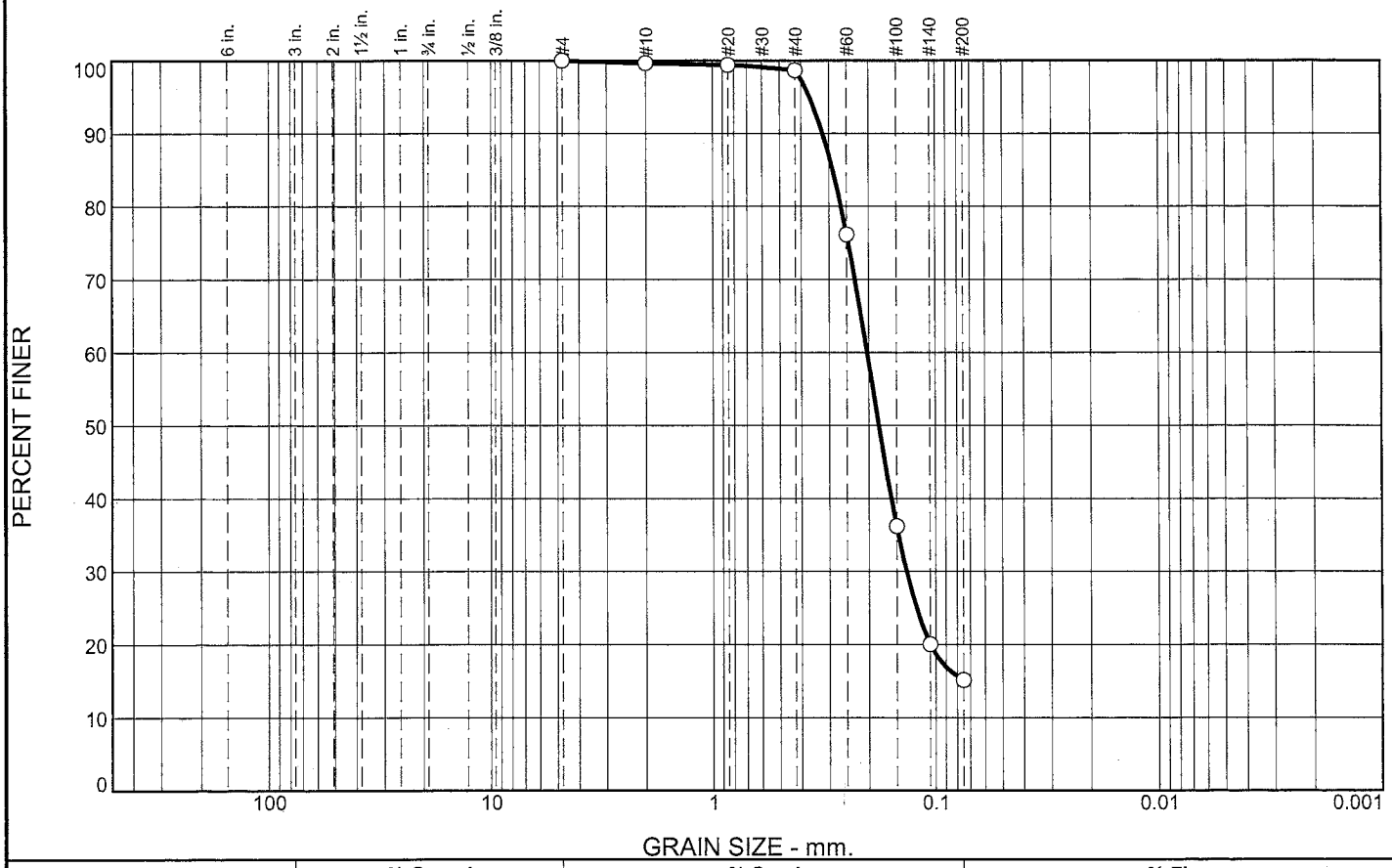
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	1.0	83.6	15.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.7		
#20	99.4		
#40	98.7		
#60	76.1		
#100	36.2		
#140	20.1		
#200	15.1		

* (no specification provided)

Soil Description

Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3196 D_{85}= 0.2885 D_{60}= 0.2032
D_{50}= 0.1801 D_{30}= 0.1354 D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16170

NMC = 18.8%

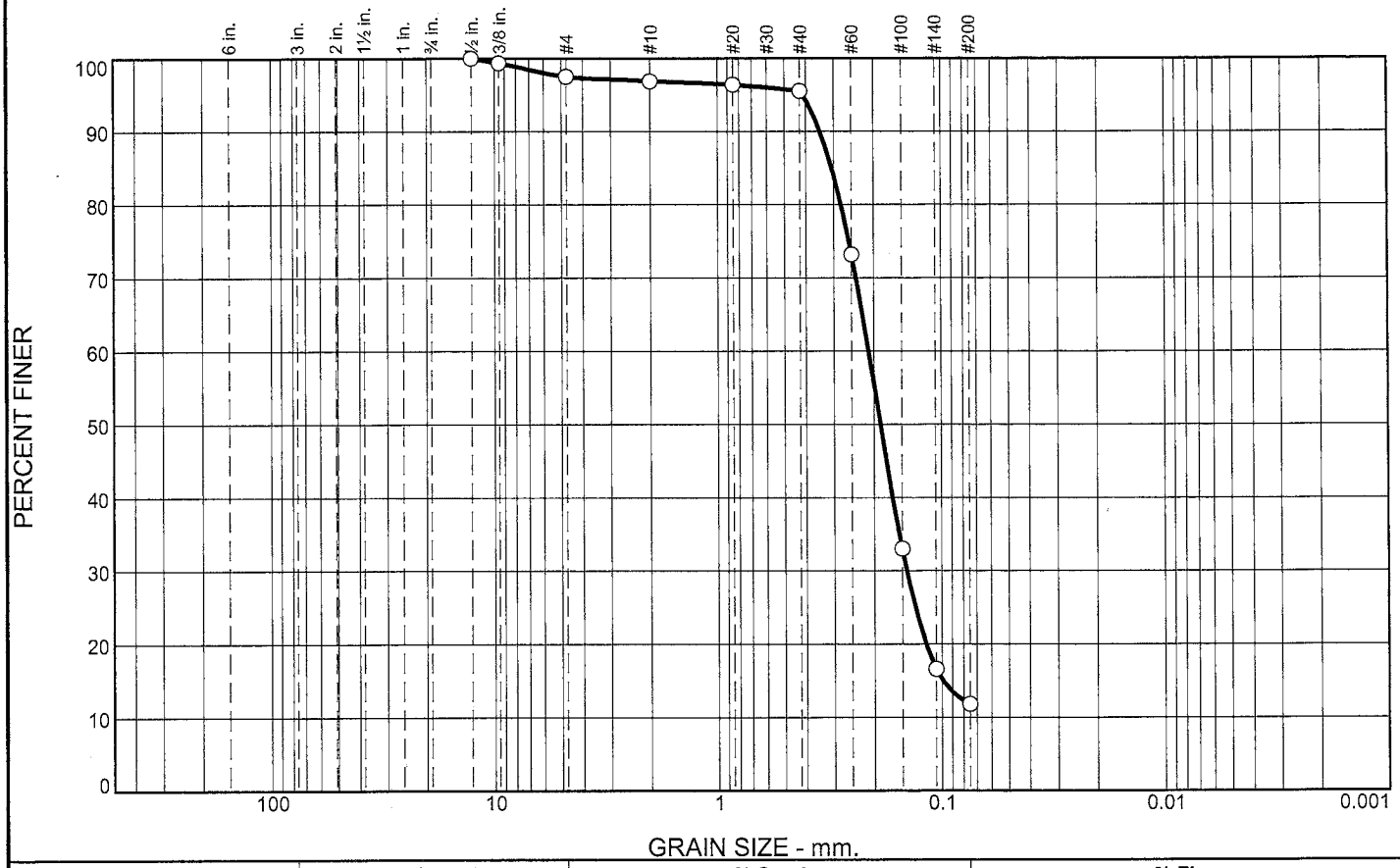
Source of Sample: B-4-4 **Depth:** 2.5-4.0 ft
Sample Number: S2 **Date:** 2/6/18

amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.5	0.6	1.3	83.8	11.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5"	100.0		
0.375"	99.4		
#4	97.5		
#10	96.9		
#20	96.4		
#40	95.6		
#60	73.2		
#100	33.0		
#140	16.6		
#200	11.8		

* (no specification provided)

Soil Description

Grayish Brown Poorly Graded Sand with Clay

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3450 D_{85}= 0.3061 D_{60}= 0.2106
D_{50}= 0.1868 D_{30}= 0.1432 D_{15}= 0.0989
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16171

NMC = 21.4%

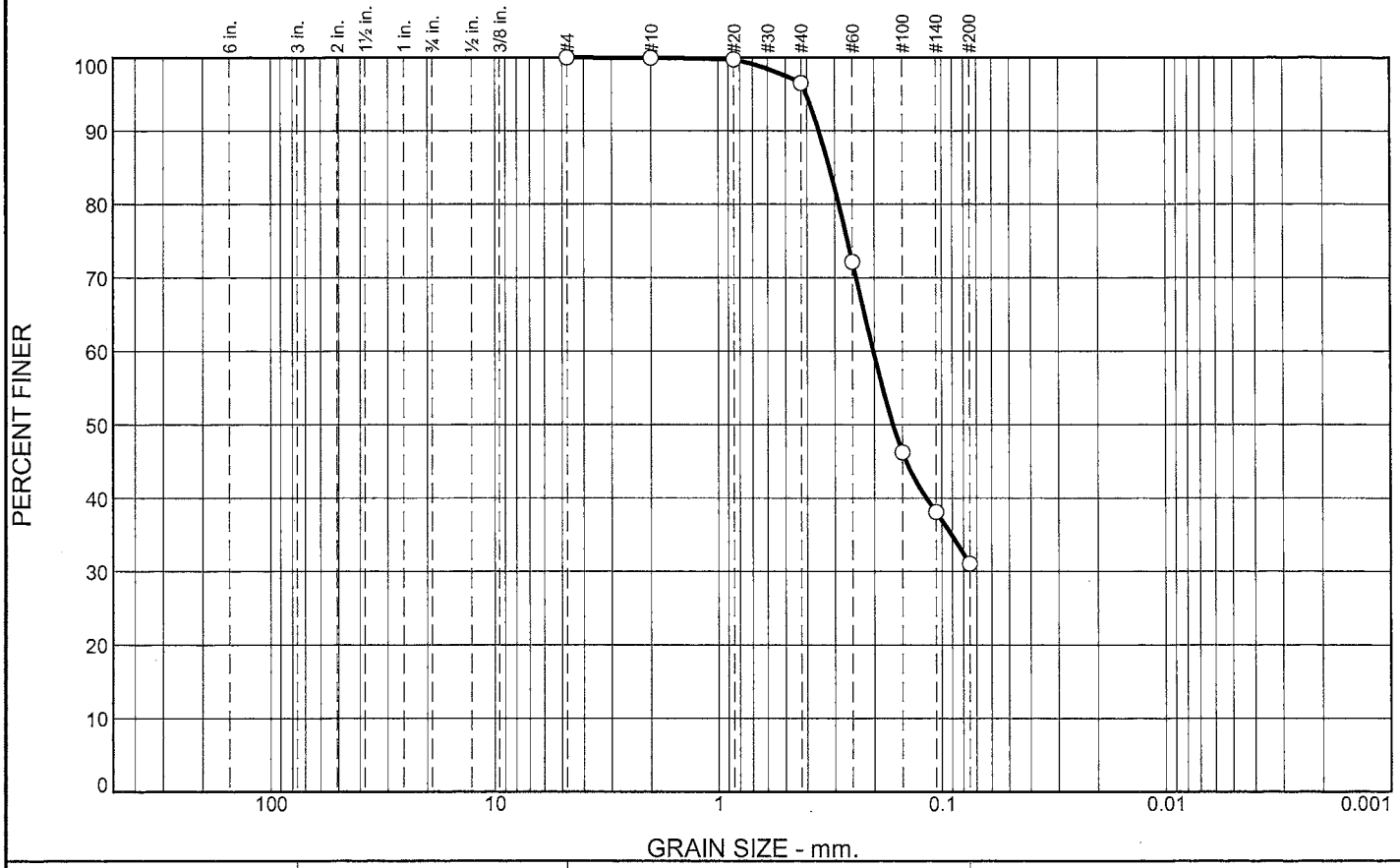
Source of Sample: B-4-4 **Depth:** 4.0-5.5 ft
Sample Number: S3 **Date:** 2/6/18

amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	3.5	65.4	31.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	99.8		
#40	96.5		
#60	72.2		
#100	46.2		
#140	38.1		
#200	31.1		

* (no specification provided)

Soil Description

Light Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3529 D_{85}= 0.3168 D_{60}= 0.2019
D_{50}= 0.1652 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16172

NMC= 13.5%

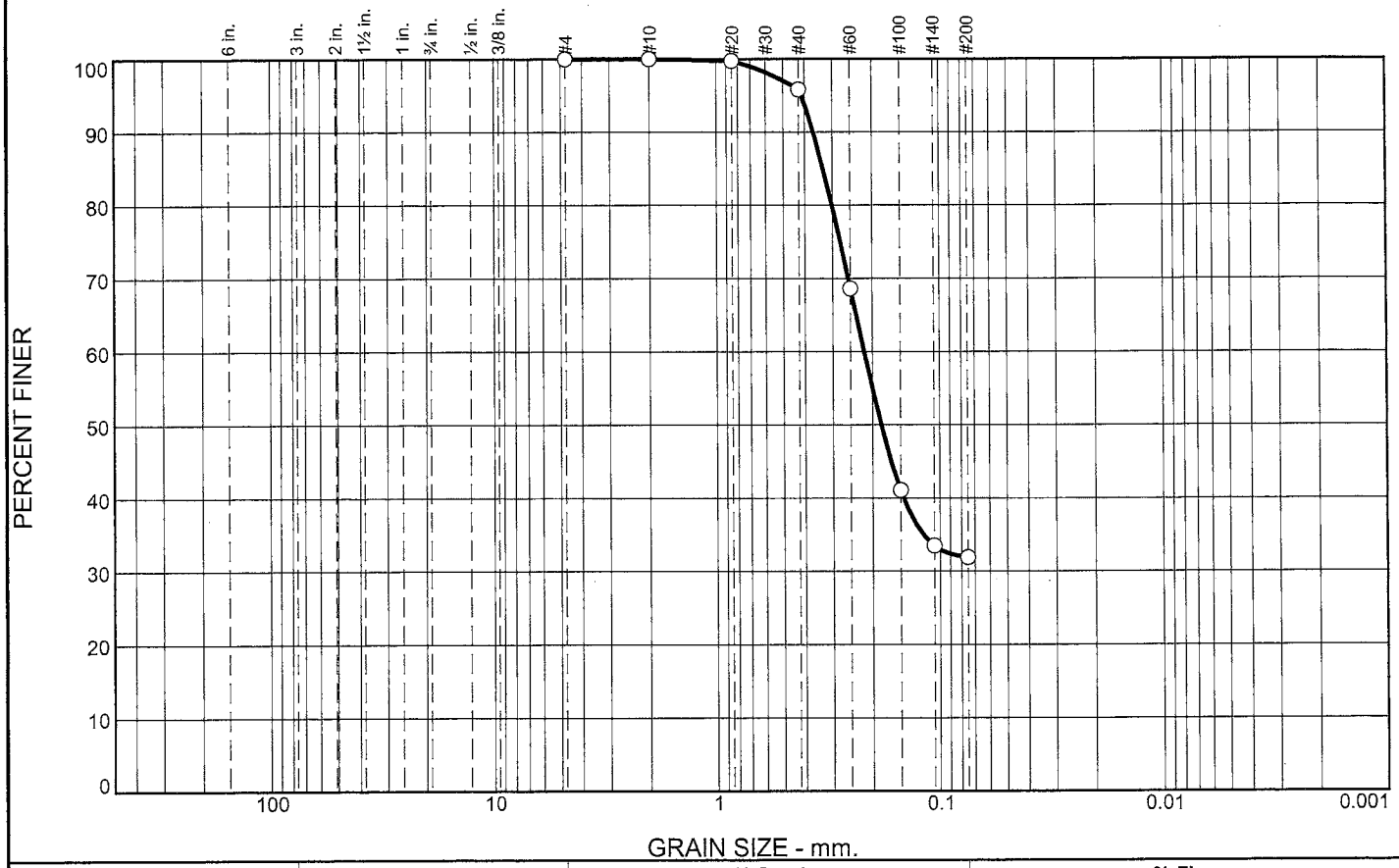
Source of Sample: B-4-12 **Depth:** 2.5-4.0 ft
Sample Number: S2 **Date:** 2/6/18

amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	4.1	64.0	31.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	99.7		
#40	95.9		
#60	68.6		
#100	41.1		
#140	33.5		
#200	31.9		

* (no specification provided)

Soil Description

Gryish Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3650 D_{85}= 0.3300 D_{60}= 0.2174
D_{50}= 0.1825 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16173

NMC = 14.0%

Source of Sample: B-4-12 **Depth:** 4.0-5.5 ft
Sample Number: S3

Date: 2/6/18

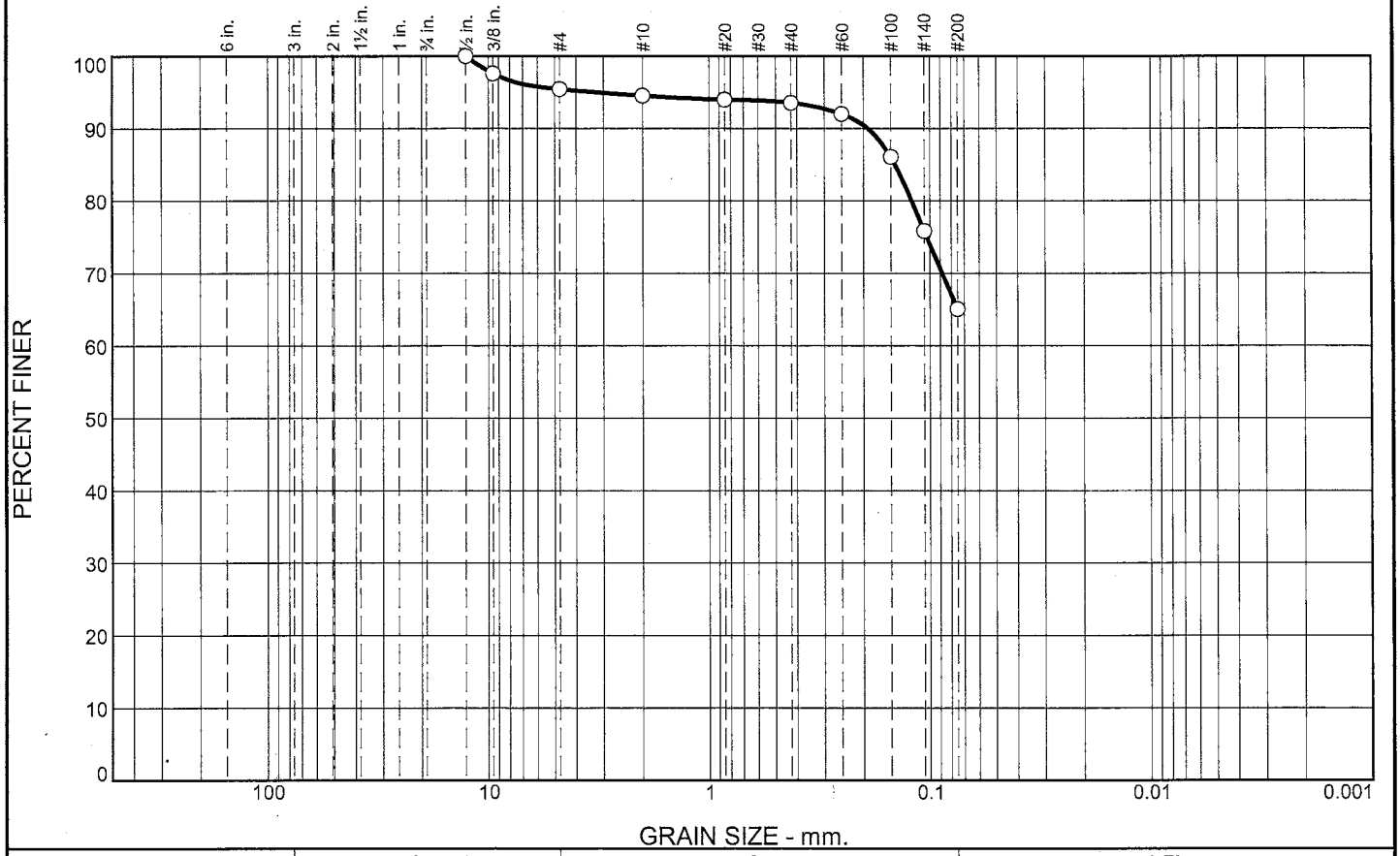
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	4.5	0.9	1.0	28.5	65.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5"	100.0		
0.375"	97.6		
#4	95.5		
#10	94.6		
#20	94.0		
#40	93.6		
#60	92.0		
#100	86.1		
#140	75.8		
#200	65.1		

* (no specification provided)

Soil Description

Brown, Orange and White Sandy Lean Clay

Atterberg Limits

PL= 19 LL= 46 PI= 27

Coefficients

D_{90}= 0.1900 D_{85}= 0.1434 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= CL AASHTO= A-7-6(15)

Remarks

Lab No.: 16174

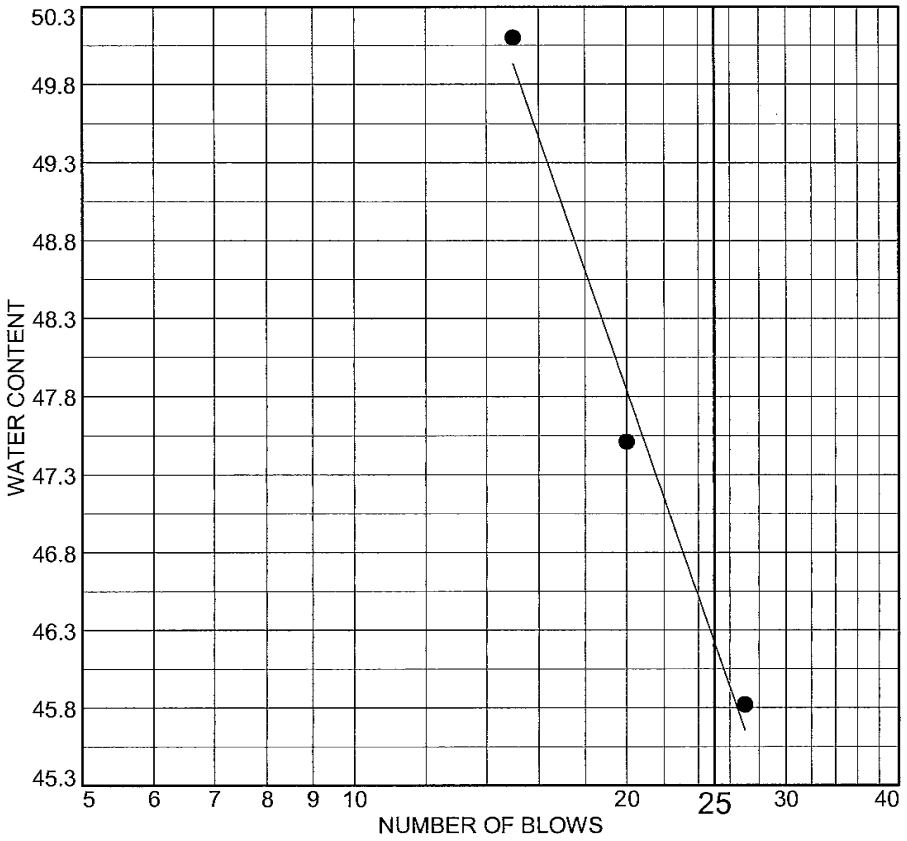
Source of Sample: B-4-29 **Depth:** 4.0-5.5 ft
Sample Number: S3 **Date:** 2/6/18

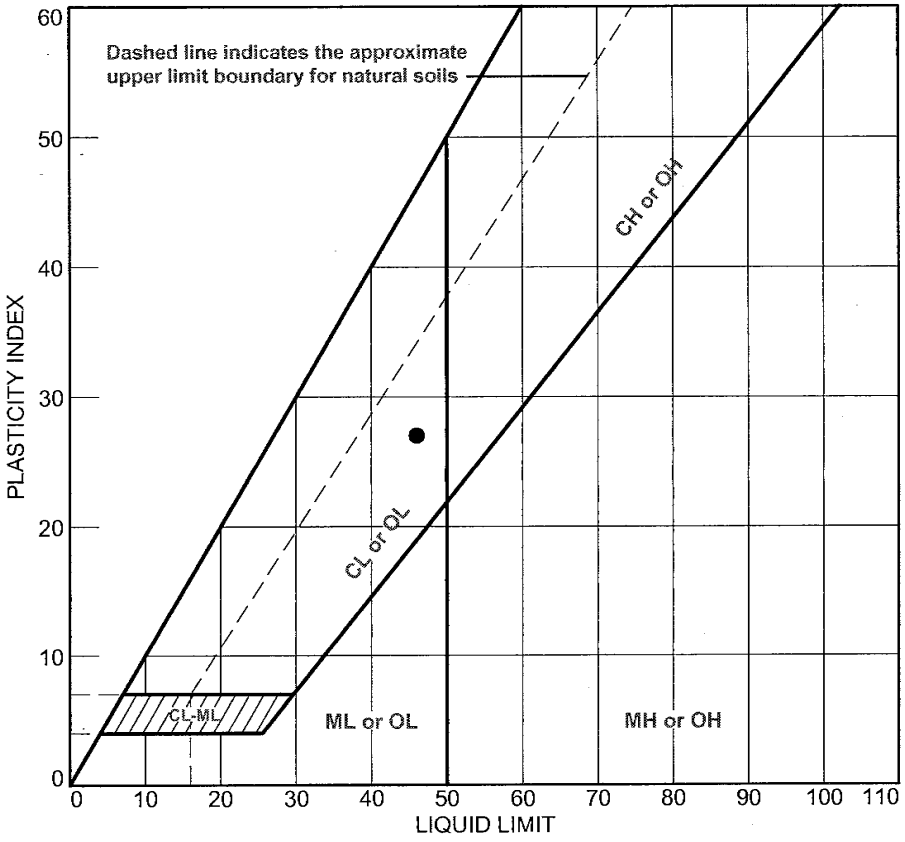
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

LIQUID AND PLASTIC LIMITS TEST REPORT (ASTM D4318-10e1)





	SOURCE	SAMPLE #	DEPTH/ELEV.	DATE SAMPLED	USCS	MATERIAL DESCRIPTION	NM %	LL	PI
●	B-4-29	S3	4.0-5.5 ft	2/6/18	CL	Brown, Orange and White Sandy Lean Clay	20.7	46	27

Client ALDOT

Project ALDOT-Broad Street Phase 4

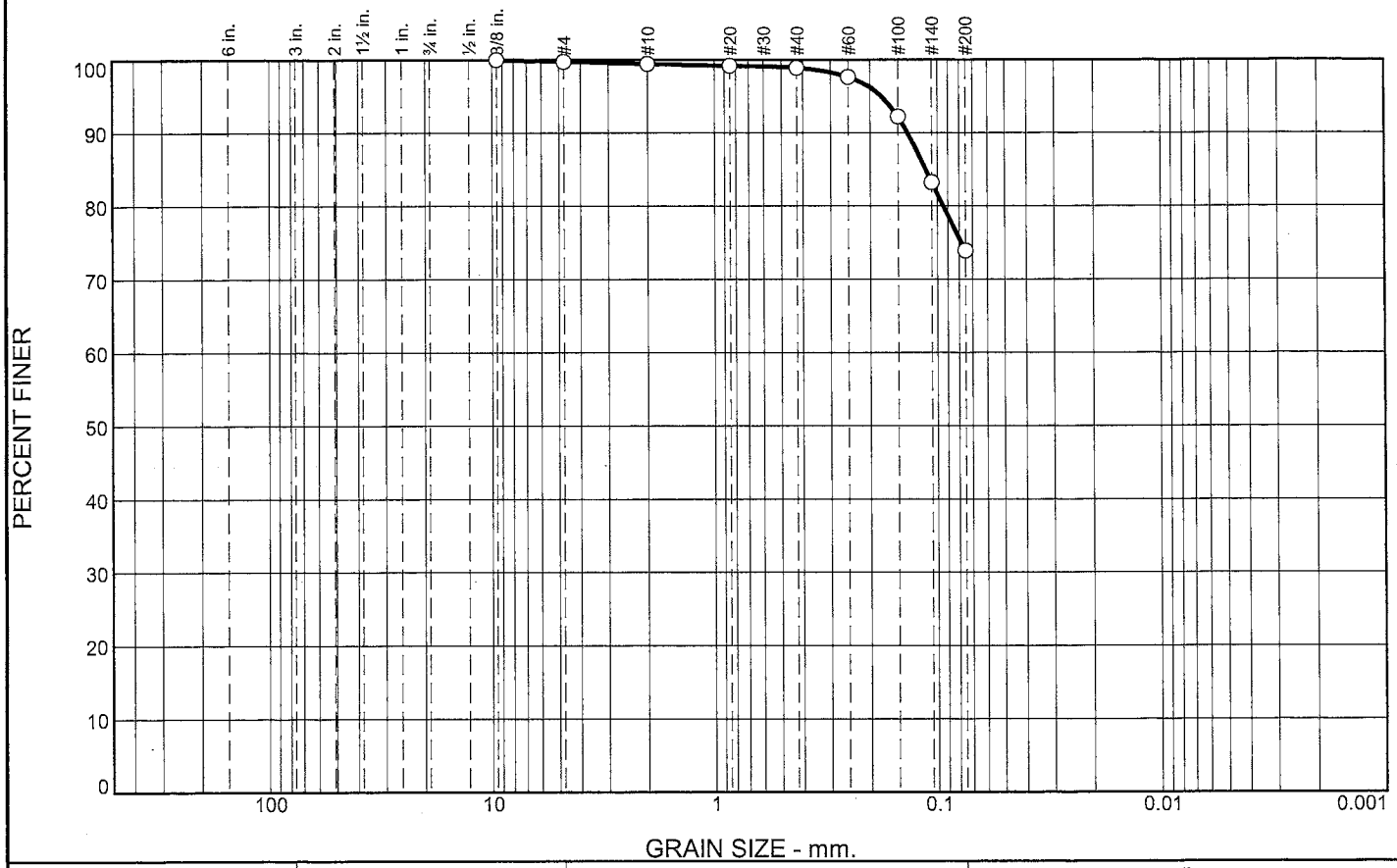
Project No. 7630-17--1449.04 | Figure

amec foster wheeler

● Lab No.: 16174

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.3	0.6	25.0	73.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375"	100.0		
#4	99.8		
#10	99.5		
#20	99.2		
#40	98.9		
#60	97.6		
#100	92.2		
#140	83.2		
#200	73.9		

* (no specification provided)

Soil Description

Brown and White Lean Clay with Sand

Atterberg Limits

PL= 16 LL= 41 PI= 25

Coefficients

D_{90}= 0.1360 D_{85}= 0.1129 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= CL AASHTO= A-7-6(17)

Remarks

Lab No.: 16175

Source of Sample: B-4-29 **Depth:** 2.5-4.0 ft
Sample Number: S2 **Date:** 2/6/18

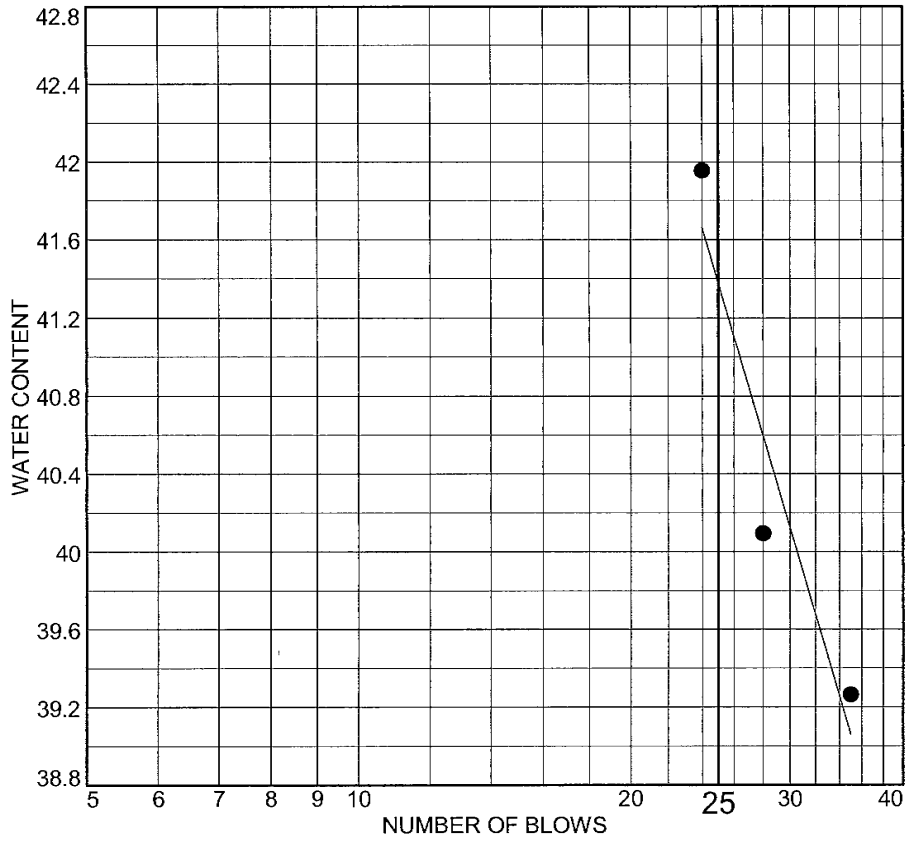
amec foster wheeler

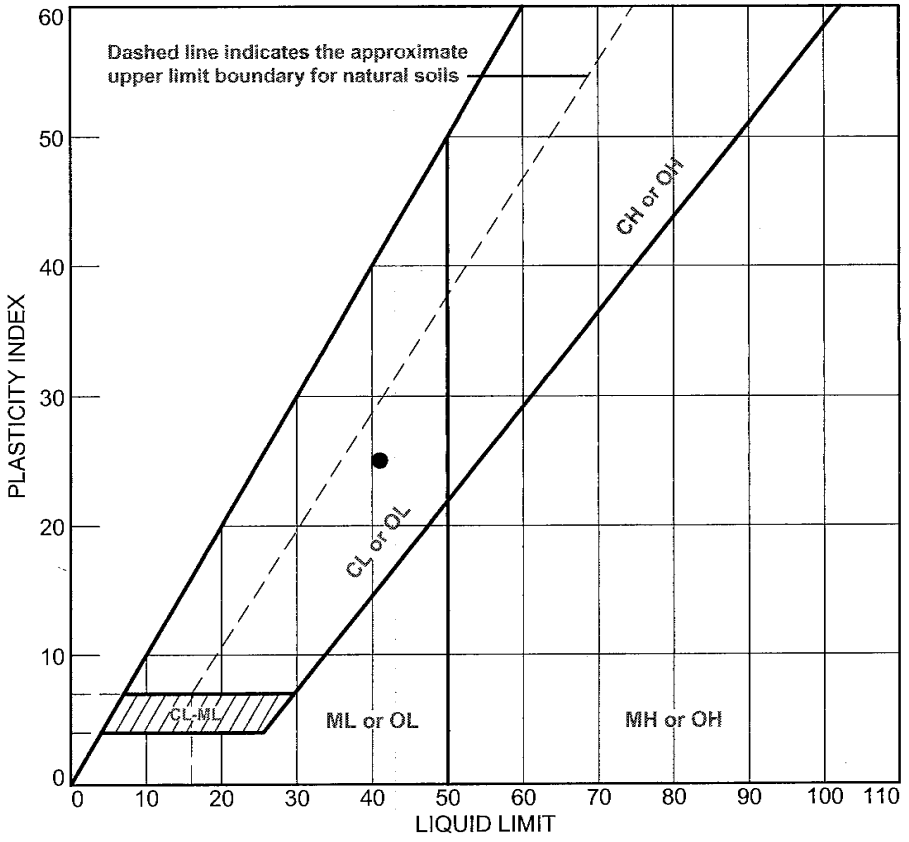
Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

LIQUID AND PLASTIC LIMITS TEST REPORT (ASTM D4318-10e1)





	SOURCE	SAMPLE #	DEPTH/ELEV.	DATE SAMPLED	USCS	MATERIAL DESCRIPTION	NM %	LL	PI
●	B-4-29	S2	2.5-4.0 ft	2/6/18	CL	Brown and White Lean Clay with Sand	20.9	41	25

Client ALDOT

Project ALDOT-Broad Street Phase 4

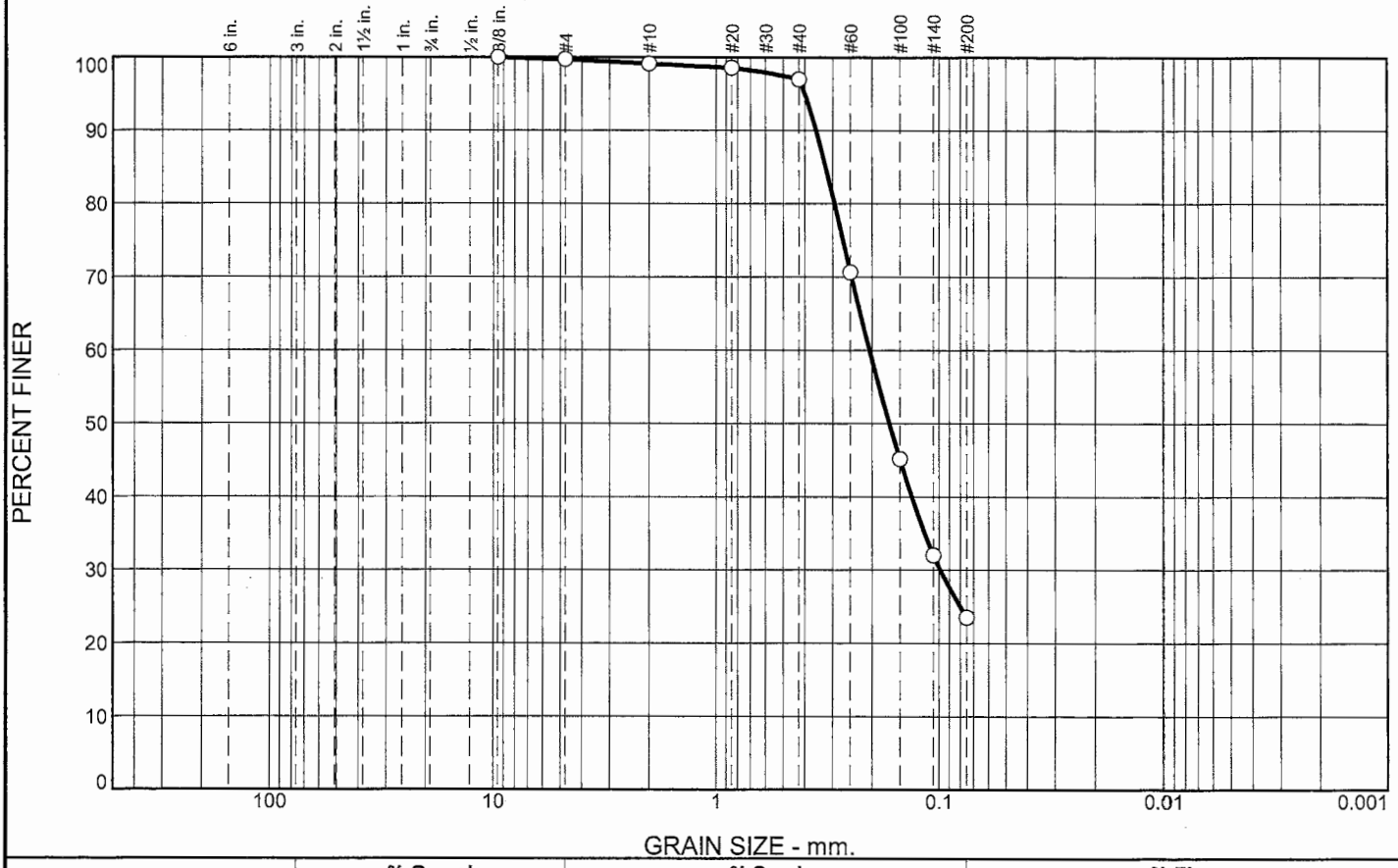
Project No. 7630-17--1449.04 Figure

amec foster wheeler

● Lab No.: 16175

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	0.6	2.1	73.5	23.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375"	100.0		
#4	99.7		
#10	99.1		
#20	98.6		
#40	97.0		
#60	70.7		
#100	45.2		
#140	32.1		
#200	23.5		

* (no specification provided)

Soil Description

Brown Silty Sand

Atterberg Limits

PL= NP LL= NP PI= NP

Coefficients

D_{90}= 0.3552 D_{85}= 0.3220 D_{60}= 0.2051
D_{50}= 0.1669 D_{30}= 0.0987 D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= SM AASHTO= A-2-4(0)

Remarks

Lab No.: 16176

Source of Sample: B-4-9 **Depth:** 1.0-2.5 ft
Sample Number: S1

Date: 2/6/18

amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4

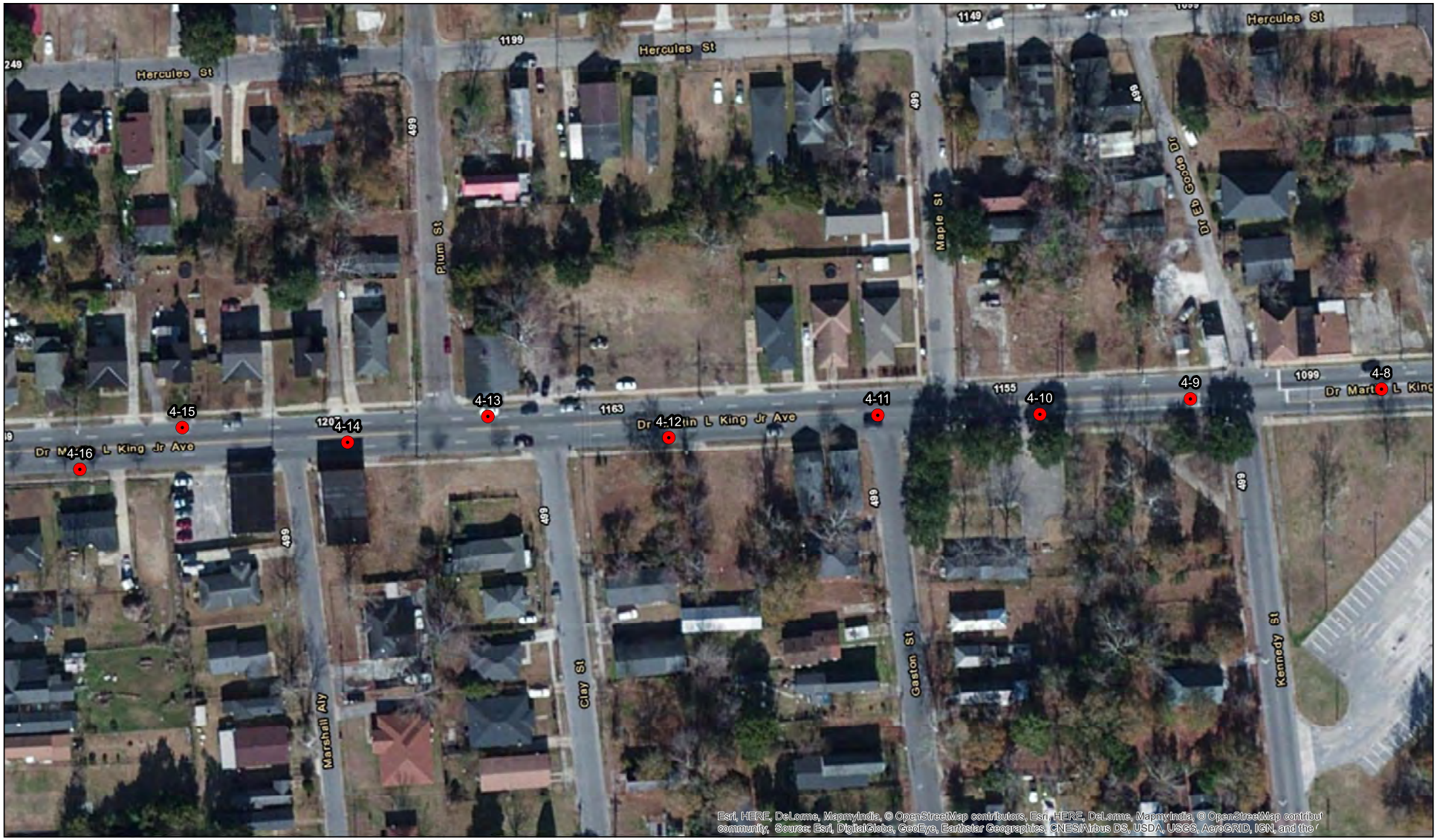
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

APPENDIX C



Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-16: Boring Location Map (Sheet 1 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	



0 80 160 240 320 Feet

● 4-9 Approximate location of soil boring

N

Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-17: Boring Location Map (Sheet 2 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	



Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-18: Boring Location Map (Sheet 3 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	



0 80 160 240 320 Feet

4-24 Approximate location of soil boring

N

mec Foster Wheele Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-19: Boring Location Map (Sheet 4 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	



Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-20: Boring Location Map (Sheet 5 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

NOTES:

THE SUBSURFACE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS ARE SHOWN ON THE TEST BORING RECORDS. THESE RECORDS REPRESENT OUR INTERPRETATION OF THE SUBSURFACE CONDITIONS BASED ON THE FIELD LOGS AND VISUAL CLASSIFICATION OF FIELD SAMPLES BY A GEOTECHNICAL PROFESSIONAL, AND MAY NOT NECESSARILY REFLECT THE ACTUAL VARIATION IN SUBSURFACE CONDITIONS BETWEEN BORINGS AND SAMPLES. THE LINES DESIGNATING THE INTERFACE BETWEEN VARIOUS STRATA ON THE RECORDS REPRESENT THE APPROXIMATE INTERFACE LOCATION. THE ACTUAL TRANSITION BETWEEN STRATA MAY BE GRADUAL. THE OBSERVED WATER LEVELS AND CONDITIONS INDICATED ON THE BORING LOGS ARE AS RECORDED AT THE TIME OF EXPLORATION. THESE WATER LEVELS AND CONDITIONS MAY VARY CONSIDERABLY WITH TIME ACCORDING TO THE PREVAILING CLIMATE, RAINFALL OR OTHER FACTORS AND ARE OTHERWISE DEPENDENT ON THE DURATION OF AND THE METHODS USED IN THE EXPLORATION PROGRAM. THIS INFORMATION WAS PREPARED AND IS INTENDED FOR STATE DESIGN AND ESTIMATE PURPOSES. ITS PRESENTATION ON THE PLANS OR ELSEWHERE IS FOR THE PURPOSE OF PROVIDING INTENDED USERS WITH ACCESS TO THE SAME INFORMATION AVAILABLE TO THE STATE. THIS SUBSURFACE INFORMATION IS PRESENTED IN GOOD FAITH AND IS NOT INTENDED AS A SUBSTITUTE FOR PERSONAL INVESTIGATION, INDEPENDENT INTERPRETATIONS OR JUDGMENT OF THE CONTRACTOR. THE GEOTECHNICAL REPORT PREPARED BY AMEC FOSTER WHEELER IS AVAILABLE FOR REVIEW AT THE GEOTECHNICAL SECTION OF THE BUREAU OF MATERIALS AND TESTS.

REFERENCE:
CHECKLIST AND GUIDELINES FOR REVIEW OF GEOTECHNICAL REPORTS AND PRELIMINARY PLANS AND SPECIFICATION, FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO.: FHWA ED-88-053, AUGUST 1988 (REVISED FEBRUARY 2003)

Rock Type Symbol Legend

SYMBOL	ROCK TYPE
	COAL/LIGNITE
	CONGLOMERATE
	GNEISS
	LIMESTONE/DOLOMITE
	QUARTZITE
	SANDSTONE
	SHALE
	SILTSTONE
	VOIDS - FILLED
	VOIDS

Miscellaneous Symbol Legend

	ASPHALT
	CONCRETE
	WATER

Soil Classification Symbol Legend

SYMBOL	USCS	AASHTO
	GW	A-1-a
	GP	A-1-a
	GM	A-1-b
	GC	A-2-6, A-2-7
	SW	A-1-b
	SP	A-3
	SM	A-2-4, A-2-5
	SC	A-2-6, A-2-7
	ML	A-4
	CL	A-6
	MH	A-5
	CH	A-7
	FILL	
	MUCK/PEAT	
	TOPSOIL	

Sample Type and Water Level Symbol Legend

	Dynamic Cone Penetrometer
	No Recovery
	Power Auger without Sampling
	Rock Core Sample
	Split Spoon Sample
	Undisturbed Sample
	Caved Depth
	Water level at time of drilling
	Water level after drilling
	Delayed water level

SPT — Standard Penetration Test Resistance (blows per foot)

PPV — Pocket Penetrometer Value

50/100 — Rock Quality Designation / Core Recovery %

KEY TO SYMBOLS AND DESCRIPTIONS

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA 4/1/2024

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 1 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 95+21
CL
Boring No.: 4-1

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 48.55"
Longitude: W 88° 03' 21.72"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Firm, lightly moist, brown, coarse SAND - A-1-b			1.0	SS-1		7-8-10 (N = 18)		
		(2.5 ft) Firm, lightly moist, light brown, coarse SAND - A-1-b			2.5	SS-2		6-7-7 (N = 14)		
		(4 ft) Very loose, moist, gray, coarse SAND - A-1-b			4.0	SS-3		1-2-2 (N = 4)		
	5				8.5	SS-4		woh-woh-woh		
	10	Boring Terminated at 10 feet.								
	15									
	20									

STA. 93+90
CL
Boring No.: 4-2

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 48.86"
Longitude: W 88° 03' 23.40"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (6")								
		(0.8 ft) BASE (2")								
		(1 ft) Firm, lightly moist, gray, coarse SAND - A-1-b			1.0	SS-1		8-8-8 (N = 16)		
		(2.5 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		7-8-7 (N = 15)		
		(4 ft) Loose, moist, gray, coarse SAND - A-1-b			4.0	SS-3		5-5-4 (N = 9)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 92+00
CL
Boring No.: 4-3

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 49.75"
Longitude: W 88° 03' 25.18"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (6")								
		(0.8 ft) BASE (2")								
		(1 ft) Firm, moist, brown and beige, coarse SAND - A-1-b			1.0	SS-1		7-4-7 (N = 11)		
		(2.5 ft) Very firm, moist, brown, coarse SAND - A-1-b			2.5	SS-2		11-10-13 (N = 23)		
		(4 ft) Firm, moist, gray, coarse SAND - A-1-b			4.0	SS-3		5-7-7 (N = 14)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 90+28
CL
Boring No.: 4-4

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
AMEC Project No.: 7630171449

PAGE 1 OF 1
Latitude: N 30° 41' 49.86"
Longitude: W 88° 03' 28.35"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Ground-water At Time of Drilling: ---
Ground-water Upon Completion of Drilling: ---
Stabilized Ground-water Level: 5.4 ft (24 hours)
Cave-in Depth: ---

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (6")								
		(0.9 ft) BASE (1")								
		(1 ft) Firm, moist, gray, clayey SAND - A-2-4			1.0	SS-1		5-6-6 (N = 18)		w = 14.3% P#200 = 20.5%
		(4 ft) Loose, moist, gray, poorly graded SAND with clay- A-1-b			2.5	SS-2		3-4-6 (N = 15)		w = 18.8% P#200 = 15.1%
					4.0	SS-3		3-5-4 (N = 9)		w = 21.4% P#200 = 11.8%
		(8.5 ft) Very loose, damp, gray, coarse SAND - A-1-b			8.5	SS-4		woh-woh-1		
	15	(14.2 ft) Very loose, damp, dark brown, CLAY - A-2-4			13.5	SS-5		woh-woh-woh		
		Boring Terminated at 15 feet.								
	20									

STA. 88+68
CL
Boring No.: 4-5

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 50.82"
Longitude: W 88° 03' 28.31"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (6")								
		(0.8 ft) BASE (2")								
		(1 ft) Loose, moist, brown, coarse SAND - A-1-b			1.0	SS-1		10-4-5 (N = 9)		
		(2.5 ft) Firm, moist, brown, coarse SAND - A-1-b			2.5	SS-2		6-7-13 (N = 20)		
		(4 ft) Firm, moist, gray, coarse SAND - A-1-b			4.0	SS-3		5-7-8 (N = 15)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 88+02
CL
Boring No.: 4-6

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 51.15"
Longitude: W 88° 03' 30.10"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (1")								
		(0.1 ft) CONCRETE (6")								
		(0.6 ft) BASE (5")								
		(1 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b			1.0	SS-1		8-8-6 (N = 14)		
		(2.5 ft) Firm, moist, gray, coarse SAND - A-1-b			2.5	SS-2		4-8-10 (N = 18)		
					4.0	SS-3		4-8-9 (N = 17)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 85+22
6 ft Left of CL
Boring No.: 4-7

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 51.99"
Longitude: W 88° 03' 31.73"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE	P#200 (%)	REMARKS
	0	(0 ft) ASPHALT (6")								
		(0.5 ft) CONCRETE (4")								
		(0.8 ft) BASE (2")								
		(1 ft) Very loose, moist, gray, brown, and beige, coarse SAND - A-1-b			1.0	SS-1		15-3-1 (N = 3)		
		(2.5 ft) Very loose, moist, gray, silty SAND - A-2-4			2.5	SS-2		2-2-2 (N = 4)		
		(4 ft) Loose, moist, gray, silty SAND - A-2-4			4.0	SS-3		2-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

ALABAMA
LICENSED
No. 28265
PROFESSIONAL
ENGINEER
MEDHAT M. ABDALLA
4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER
DATE: 4/1/2024

PROJECT NAME:
DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 2 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 84+31
CL
Boring No.: 4-8

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 52.51"
Longitude: W 88° 03' 33.40"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")							
		(0.4 ft) CONCRETE (6")							
		(0.9 ft) BASE (1")							
		(1 ft) Very firm, lighlty moist, light brown and beige, coarse SAND - A-1-b		1.0		SS-1	12-12-13 (N = 25)	---	
		(2.5 ft) Very firm, lighlty moist, gray, coarse SAND - A-1-b		2.5		SS-2	8-8-13 (N = 21)	---	
		(4 ft) Firm, lighlty moist, gray, coarse SAND - A-1-b		4.0		SS-3	8-8-10 (N = 18)	---	
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 82+01
CL
Boring No.: 4-9

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 53.33"
Longitude: W 88° 03' 35.20"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (2")							
		(0.3 ft) CONCRETE (3")							
		(0.4 ft) BASE (7")							
		(1 ft) Firm, moist, brown and beige, silty SAND - A-2-4		1.0		SS-1	1-3-8 (N = 11)	---	w = 16.7%; -#200 = 25.5%
		(2.5 ft) Loose, moist, brown-red, coarse SAND - A-1-b		2.5		SS-2	2-2-1 (N = 3)	---	w = 13.5%; -#200 = 31.1%
		(4 ft) Loose, moist, gray, coarse SAND - A-1-b		4.0		SS-3	1-3-5 (N = 8)	---	w = 14.0%; -#200 = 31.9%
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 80+70
18 ft Right of CL
Boring No.: 4-10

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 53.57"
Longitude: W 88° 03' 37.04"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (1")							
		(0.4 ft) BASE (7")							
		(1 ft) Firm, lighlty moist, gray, brown, and beige, coarse SAND - A-1-b		1.0		SS-1	10-10-4 (N = 14)	---	
		(2.5 ft) Loose, lighlty moist, gray, coarse SAND - A-1-b		2.5		SS-2	2-3-5 (N = 8)	---	Encountered water line and discontinued drilling.
		(3 ft) Not drilled because of the proximity of underground utilities							
	5								
	10								
	15								
	20								

STA. 79+47
CL
Boring No.: 4-11

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 54.27"
Longitude: W 88° 03' 38.14"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (3")							
		(0.6 ft) BASE (5")							
		(1 ft) Firm, moist, brown and beige, coarse SAND - A-1-b		1.0		SS-1	12-8-4 (N = 12)	---	
		(2.5 ft) Loose, moist, brown-red, coarse SAND - A-1-b		2.5		SS-2	1-2-1 (N = 3)	---	
		(4 ft) Very loose, moist, brown, silty SAND - A-2-4		4.0		SS-3	woh-1-2 (N = 3)	---	
		(8.5 ft) Very loose, moist, gray, silty SAND - A-2-4		8.5		SS-4	woh-woh-woh	---	
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 77+85
8 ft Right of CL
Boring No.: 4-12

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 54.69"
Longitude: W 88° 03' 40.29"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (8")							
		(0.5 ft) CONCRETE (5")							
		(0.9 ft) BASE (1")							
		(1 ft) Loose, lighlty moist, brown, clayey SAND - A-2-4		1.0		SS-1	2-3-4 (N = 8)	---	
				2.5		SS-2	3-3-4 (N = 8)	---	
		(4 ft) Firm, lighlty moist, gray, brown, clayey SAND - A-2-4		4.0		SS-3	3-5-8 (N = 13)	---	
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 76+11
11 ft Left of CL
Boring No.: 4-13

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 55.48"
Longitude: W 88° 03' 41.57"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (4")							
		(0.7 ft) BASE (4")							
		(1 ft) Loose, moist, dark gray, silty SAND - A-2-4		1.0		SS-1	4-4-2 (N = 8)	---	
		(2.5 ft) Very loose, moist, dark gray, silty SAND - A-2-4		2.5		SS-2	2-1-1 (N = 2)	---	
		(4 ft) Very loose, moist, gray, silty SAND - A-2-4		4.0		SS-3	woh-1-2 (N = 3)	---	
				8.5		SS-4	woh-woh-woh	---	
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 74+85
CL
Boring No.: 4-14

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 55.72"
Longitude: W 88° 03' 43.31"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (6")							
		(0.8 ft) BASE (2")							
		(1 ft) Firm, lighlty moist, brown and beige, coarse SAND - A-1-b		1.0		SS-1	11-10-4 (N = 14)	---	
		(2.5 ft) Loose, lighlty moist, gray-brown, coarse SAND - A-1-b		2.5		SS-2	4-4-4 (N = 8)	---	
		(4 ft) Loose, lighlty moist, gray, coarse SAND - A-1-b		4.0		SS-3	3-4-6 (N = 10)	---	
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

ALABAMA
LICENSED
No. 28265
PROFESSIONAL
ENGINEER
MEDHAT M. ABDALLA
4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 3 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 73+70
6 ft Left of CL
Boring No.: 4-15

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 56.66"
Longitude: W 88° 03' 45.02"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Firm, lightly moist, brown-red, coarse SAND - A-1-b			1.0	SS-1		11-9-7 (N = 16)		
		(2.5 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		3-4-6 (N = 10)		
		(4 ft) Loose, lightly moist, gray-brown, silty SAND - A-2-4			4.0	SS-3		woh-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 72+47
5 ft Right of CL
Boring No.: 4-16

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 56.65"
Longitude: W 88° 03' 45.99"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.5 ft) CONCRETE (5")								
		(0.9 ft) BASE (1")								
		(1 ft) Firm, lightly moist, gray, coarse SAND - A-1-b			1.0	SS-1		5-5-6 (N = 11)		
		(2.5 ft) Loose, lightly moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		3-5-5 (N = 10)		
					4.0	SS-3		2-4-4 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 70+66
9 ft Left of CL
Boring No.: 4-17

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 57.64"
Longitude: W 88° 03' 47.80"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Firm, moist, gray-red, coarse SAND - A-1-b			1.0	SS-1		6-7-8 (N = 15)		
		(2.5 ft) Firm, moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		6-7-9 (N = 16)		
					4.0	SS-3		4-7-5 (N = 12)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 69+44
5 ft Right of CL
Boring No.: 4-18

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 57.79"
Longitude: W 88° 03' 49.20"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Ground-water At Time of Drilling: ----
Ground-water Upon Completion of Drilling: ----
Stabilized Ground-water Level: 7.2 ft (24 hours)
Cave-in Depth: ----

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Loose, lightly moist, red, silty SAND - A-2-4			1.0	SS-1		3-4-4 (N = 8)		
		(2.5 ft) Firm, lightly moist, brown-gray-red, silty SAND - A-2-4			2.5	SS-2		3-5-7 (N = 12)		
		(4 ft) Firm, lightly moist, red-brown, silty SAND - A-2-4			4.0	SS-3		3-4-7 (N = 11)		
		(8.5 ft) Very loose, lightly moist, gray, coarse SAND - A-1-b			8.5	SS-4		woh-woh-woh		
	10	Boring Terminated at 10 feet.								
	15									
	20									

STA. 67+41
9 ft Left of CL
Boring No.: 4-19

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 58.83"
Longitude: W 88° 03' 57.25"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Firm, lightly moist, brown and beige, coarse SAND - A-1-b			1.0	SS-1		11-7-5 (N = 12)		
		(2.5 ft) Loose, lightly moist, gray-brown, silty SAND - A-2-4			2.5	SS-2		1-3-4 (N = 8)		
		(4 ft) Loose, lightly moist, gray, coarse SAND - A-1-b			4.0	SS-3		1-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 65+74
CL
Boring No.: 4-20

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 58.08"
Longitude: W 88° 03' 52.79"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Very loose, lightly moist, light brown, coarse SAND - A-1-b			1.0	SS-1		woh-woh-2		
		(2.5 ft) Very loose, lightly moist, light brown-red, silty SAND - A-2-4			2.5	SS-2		woh-1-2 (N = 3)		
		(4 ft) Loose, lightly moist, brown-red, silty SAND - A-2-4			4.0	SS-3		woh-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 63+30
14 ft Left of CL
Boring No.: 4-21

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 59.37"
Longitude: W 88° 03' 55.78"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	DR. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 12" 12" to 24" 24" to 36"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Very loose, moist, brown, coarse SAND - A-1-b			1.0	SS-1		2-2-3 (N = 5)		
		(2.5 ft) Loose, moist, brown-gray, silty SAND - A-2-4			2.5	SS-2		2-4-4 (N = 8)		
					4.0	SS-3		3-4-6 (N = 10)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA 4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 4 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 61+60
5 ft ft Right of CL
Boring No.: 4-22

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
AMEC Project No.: 7630171449

PAGE 1 OF 1

Latitude: N 30° 42' 00.71"
Longitude: W 88° 03' 57.74"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.3 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Firm, lightly moist, brown, sandy, lean CLAY - A-6(11)			1.0		SS-1	3-3-5 (N = 8)	---	-w = 12.7%; -#200 = 68.2%; LL= 36; PI= 21
		(2.5 ft) Stiff, lightly moist, brown, sandy, lean CLAY - A-7-6(16)			2.5		SS-2	4-6-11 (N = 15)	---	-w = 16.6%; -#200 = 65.7%; LL= 46; PI= 28
		(4 ft) Very stiff, lightly moist, brown-red, sandy, lean CLAY - A-7-6(16)			4.0		SS-3	7-8-12 (N = 20)	---	-w = 13.8%; -#200 = 62.9%
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA.
Boring No.: 4-23

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 01.33"
Longitude: W 88° 03' 58.67"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.3 ft) CONCRETE (5")								
		(0.8 ft) Not drilled because of the proximity of underground utilities								-No sampling due to tree obstruction.
	5									
	10									
	15									
	20									

STA. 58+81
9 ft Right of CL
Boring No.: 4-24

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 01.74"
Longitude: W 88° 04' 00.67"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (6")								
		(0.5 ft) CONCRETE (5")								
		(0.9 ft) BASE (1")								
		(1 ft) Firm, lightly moist, gray, coarse SAND - A-1-b			1.0		SS-1	13-10-10 (N = 20)	---	
		(2.5 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b			2.5		SS-2	7-6-6 (N = 12)	---	
		(4 ft) Very loose, lightly moist, gray-brown, coarse SAND - A-1-b			4.0		SS-3	1-1-1 (N = 2)	---	
		(8.5 ft) Loose, moist, brown, silty SAND - A-2-4			8.5		SS-4	1-1-3 (N = 4)	---	
	10	Boring Terminated at 10 feet.								
	15									
	20									

STA. 57+35
9 ft Left of CL
Boring No.: 4-25

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 02.61"
Longitude: W 88° 04' 02.16"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (3")								
		(0.6 ft) BASE (5")								
		(1 ft) Firm, moist, dark gray and beige, coarse SAND - A-1-b			1.0		SS-1	4-2-5 (N = 12)	---	
		(2.5 ft) Firm, moist, red, coarse SAND - A-1-b			2.5		SS-2	6-6-8 (N = 14)	---	
		(4 ft) Firm, moist, red-brown, coarse SAND - A-1-b			4.0		SS-3	6-7-7 (N = 14)	---	
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 55+92
8 ft Right of CL
Boring No.: 4-26

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 02.78"
Longitude: W 88° 04' 03.61"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (6")								
		(0.9 ft) BASE (1")								
		(1 ft) Loose, lightly moist, red-brown, silty SAND - A-2-4			1.0		SS-1	2-2-3 (N = 5)	---	
		(2.5 ft) Very loose, lightly moist, red-brown, silty SAND - A-2-4			2.5		SS-2	1-2-2 (N = 4)	---	
					4.0		SS-3	WOH-WOH-1	---	
		(8.5 ft) Very loose, lightly moist, brown, silty SAND - A-2-4			8.5		SS-4	WOH-1-1 (N = 2)	---	
	10	Boring Terminated at 10 feet.								
	15									
	20									

STA. 54+79
13 ft Left of CL
Boring No.: 4-27

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 03.38"
Longitude: W 88° 04' 04.54"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Not drilled because of the proximity of underground utilities								-Encountered water line (on hold)
	5									
	10									
	15									
	20									

STA. 53+64
8 ft Right of CL
Boring No.: 4-28

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 03.89"
Longitude: W 88° 04' 06.23"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME- 550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONS.	LEGEND	SAMPLE DEPTH (ft)	L.D.	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (6")								
		(0.5 ft) CONCRETE (5")								
		(0.9 ft) BASE (1")								
		(1 ft) Firm, moist, brown, coarse SAND - A-1-b			1.0		SS-1	6-8-5 (N = 11)	---	
		(4 ft) Very loose, moist, brown, coarse SAND - A-1-b			2.5		SS-2	4-2-4 (N = 11)	---	
		(7.2 ft) Not drilled because of the proximity of underground utilities			4.0		SS-3	2-2-2 (N = 4)	---	
	5									
	10									
	15									
	20									

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA
4/1/2024

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER
DATE: 4/1/24

PROJECT NAME:
DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 5 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 51+73
14 ft ft Left of CL
Boring No.: 4-29

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
AMEC Project No.: 7630171449

PAGE 1 OF 1

Latitude: N 30° 42' 04.52"
Longitude: W 88° 04' 07.86"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (1")							
		(0.1 ft) CONCRETE (5")							
		(0.5 ft) BASE (6")							
		(1 ft) Loose, moist, brown and beige, coarse SAND - A-1-b		1.0	SS-1		2-6-3 (N = 9)	—	
		(2.5 ft) Firm, moist, brown, white, lean CLAY with sand - A-7-6(17)		2.5	SS-2		2-3-5 (N = 8)	—	*w = 20.8%; -#200 = 73.9%; LL= 41; PI= 25
	5	(4 ft) Stiff, moist, brown, white, sandy, lean CLAY - A-7-6(15)		4.0	SS-3		2-5-5 (N = 10)	—	*w = 20.7%; -#200 = 55.1%; LL= 46; PI= 27
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 49+46
17 ft Right of CL
Boring No.: 4-30

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 05.10"
Longitude: W 88° 04' 10.39"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (6")							
		(0.5 ft) BASE (2")							
		(2.5 ft) Very loose, moist, gray, coarse SAND - A-1-b		1.0	SS-1		1-2-1 (N = 3)	—	
				2.5	SS-2		1-1-2 (N = 3)	—	
	5	(4 ft) Loose, moist, gray, silty SAND - A-2-4		4.0	SS-3		2-3-3 (N = 6)	—	
				8.5	SS-4		1-3-3 (N = 6)	—	
		Boring Terminated at 10 feet.							
	10								
	15								
	20								

STA. 47+47
12 ft Left of CL
Boring No.: 4-31

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 06.39"
Longitude: W 88° 04' 12.40"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (6")							
		(0.8 ft) BASE (2")							
		(1 ft) Loose, moist, red-gray, brown, silty SAND - A-2-4		1.0	SS-1		7-6-3 (N = 9)	—	
				2.5	SS-2		1-4-6 (N = 10)	—	
	5	(4 ft) Loose, moist, gray, coarse SAND - A-1-b		4.0	SS-3		2-4-5 (N = 9)	—	
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 45+69
7 ft Right of CL
Boring No.: 4-32

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 07.28"
Longitude: W 88° 04' 13.95"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")							
		(0.4 ft) CONCRETE (1")							
		(0.5 ft) BASE (6")							
		(1 ft) Loose, moist, brown, coarse SAND - A-1-b		1.0	SS-1		2-2-3 (N = 5)	—	
		(2.5 ft) Firm, moist, red, coarse SAND - A-1-b		2.5	SS-2		1-5-7 (N = 12)	—	
	5			4.0	SS-3		2-7-7 (N = 14)	—	
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 44+24
12 ft Left of CL
Boring No.: 4-33

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 08.69"
Longitude: W 88° 04' 14.70"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (7")							
		(0.6 ft) BASE (5")							
		(1 ft) Firm, lightly moist, red, coarse SAND - A-1-b		1.0	SS-1		5-5-6 (N = 11)	—	
		(2.5 ft) Very firm, lightly moist, red, coarse SAND - A-1-b		2.5	SS-2		8-8-11 (N = 20)	—	
	5			4.0	SS-3		7-10-11 (N = 21)	—	
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 42+86
11 ft Right of CL
Boring No.: 4-34

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 09.06"
Longitude: W 88° 04' 16.08"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Ground-water At Time of Drilling: ---
Ground-water Upon Completion of Drilling: ---
Stabilized Ground-water Level: 9.2 ft (48 hours)
Cave-In Depth: ---

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (8")							
		(0.7 ft) BASE (4")							
		(1 ft) Very firm, lightly moist, red, coarse SAND - A-1-b		1.0	SS-1		15-14-18 (N = 32)	—	
		(2.5 ft) Very firm, lightly moist, brown, silty SAND - A-2-4		2.5	SS-2		6-11-11 (N = 22)	—	
	5	(4 ft) Loose, lightly moist, red, coarse SAND - A-1-b		4.0	SS-3		3-3-6 (N = 9)	—	
				8.5	SS-4		3-3-8 (N = 11)	—	
		(8.5 ft) Firm, lightly moist, gray-red, silty SAND - A-2-4							
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 40+70
16 ft Left of CL
Boring No.: 4-35

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 11.71"
Longitude: W 88° 04' 17.01"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CONG. LOGNO	SAMPLE DEPTH	SAMPLES L.D.	TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (7")							
		(0.8 ft) BASE (5")							
		(1 ft) Very firm, moist, red, coarse SAND - A-1-b		1.0	SS-1		8-8-12 (N = 20)	—	
				2.5	SS-2		17-16-13 (N = 29)	—	
		(4 ft) Firm, moist, red, coarse SAND - A-1-b		4.0	SS-3		8-8-8 (N = 16)	—	
	5								
		(8.5 ft) Very firm, moist, red, coarse SAND - A-1-b		8.5	SS-4		4-8-14 (N = 22)	—	
		Boring Terminated at 10 feet.							
	10								
	15								
	20								

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA
4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 6 OF 6

APPENDIX D

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled*. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

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February 26, 2024

TRANSMITTED VIA EMAIL

Ms. Katelyn Finnorn, P.E.
Project Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: Katelyn.Finnorn@volkert.com

Subject: **Traffic Signal Pole Geotechnical Explorations**
Dr. Martin Luther King, Jr. Avenue from Butchers Lane to Beauregard Street
Phase IV
ALDOT Project Number: TIGER-FAUP-4917(250), Phase IV
ALDOT Charge Number: 4338-STATO-100066564-1
ALDOT Letting Date: May 2024
Mobile, Mobile County
WSP Project Number No. 7382-23-4132

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA, f/k/a Amec Foster Wheeler Environment & Infrastructure, Inc.) is pleased to submit this traffic signal pole geotechnical exploration report for the proposed Grade, Drain, Base, and Pave Project along Dr. Martin Luther King, Jr Avenue in Mobile, Mobile County. This report is issued in response to the request from Mr. Drew Davis, P.E., Vice President of the East Gulf Region Alabama, and Design Manager for Volkert, Inc. to provide soil parameters for the proposed traffic signal poles along Dr. Martin Luther King, Jr. Avenue from Butchers Lane to Beauregard Street (SR-16) from Station 29+72.52 (DR. MLK JR AVE) to Station 99+51.51 (DR. MLK JR AVE). Our services were performed in general accordance with our Proposal No. PROP23BIRM-028 Rev A dated May 12, 2023, and approved by Volkert, Inc. by issuing and signing an agreement for professional services between Volkert, Inc. and WSP USA, Inc. on October 4, 2023.

If you have any questions about the information presented in this report, please contact us at (205) 980-6402. We look forward to serving you as your geotechnical consultant on the remainder of this project and future projects.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

Medhat M. Abdalla, P.E.
Associate Engineer
Licensed, Alabama 28265

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA 161

2/26/2024

Thuy Trieu, P.E.
Geotechnical Engineer

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Table 2 Summary of Traffic Signal Pole Numbers, Station, and Elevation for each of the soil test locations.

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Figure A-2: Boring Plan
Figure A-3: Topographic Map
Figure A-4: Geologic Map
CPT Boring Plan – Three Sheets

APPENDIX B

Test Boring Records – Three Sheets
sCPT Soundings

APPENDIX C

Tables A-1 thru A-4

APPENDIX D

GBC Information Sheet

1.0 BACKGROUND AND PROJECT INFORMATION

1.1 GENERAL

The Broad Street Project is a four-phase project located in downtown Mobile, Mobile County. Phase I through Phase III of the projects have been completed recently and extended from I-165 on the north along Water Street and Beauregard Street to I-10.

The Dr. Martin Luther King, Jr. Avenue Project is Phase IV of the four-phase project. The general area encompassed within the overall project scope for this report includes Dr. Martin Luther King, Jr. Avenue from Beauregard Street (SR-16) to Three Mile Creek Bridge. The general location of the site is indicated on the map provided in **Appendix A**, **Figure A-1**. Draft Soil Survey and Materials Report - Phase IV report was submitted to Alabama Department of Transportation (ALDOT) and accepted in February 2018. The existing roadway in Phase IV consists of two to three lanes in each direction. The new roadway will be reduced to one lane in each direction. Phase IV includes rehabilitation of the existing pavement, on-street parking, sidewalks, traffic light poles, signage, striping, and adding a bike lane and signalization.

Preliminary (60% submittal) plans prepared by Volkert Associates, Inc. (Volkert), were provided to us by Volkert, Inc.

ALDOT Geotechnical Manual (Latest Edition) procedures and methodology were followed for conduction soil testing and reporting.

Recommendations in this report will include subsurface stratigraphy along with relevant properties (water table conditions and material type, unit weight, strength, and recommended LPILE parameters).

2.0 GEOLOGICAL INFORMATION

2.1 GEOLOGICAL INFORMATION

Published geologic information indicates the area is underlain by Alluvial, Coastal and Low Terrace deposits.

Alluvial, coastal, and low terrace deposits typically consist of varicolored fine to coarse quartz sand containing clay lenses and gravel in places. Gravel composed of quartz and chart pebbles and assorted metamorphic and igneous rock fragments in streams near the Piedmont. Coastal deposits include fine to medium quartz sand with shell fragments and associated heavy minerals along the Gulf beaches, as well as fine to medium quartz sand, silt, clay, peat, and mud (map references is Szabo, M. W., Osborne, E. W., Copeland, C. W. Jr., Neathery; T. L., 1988, Geologic Map of Alabama, Geological Survey of Alabama Special Map 220).

A geologic map covering the project area is provided in **Appendix A**, **Figure A-4**.

2.2 SITE DESCRIPTION

Dr. Martin Luther King, Jr. Avenue has been developed in an urban environment with scattered trees and shrubs.

Phase IV portion of the project for this report extends along Dr. Martin Luther King, Jr. Avenue from Beauregard Street (SR-16) to Three Mile Creek Bridge. The length of the project along Dr. Martin Luther King, Jr. Avenue is 6,978.99 feet.

The 60% design drawings indicate that the project begins at Station 29+72.52 and ends at Station 99+51.51.

The project will include rehabilitation of the existing pavement, adding on-street parking, sidewalks, landscape buffers, concrete curbs, sidewalks, signage, striping, and signalization for mostly a two-lane highway.

Reinforced concrete pavement overlaid with bituminous concrete was encountered between Stations 45+00 and 99+24.78. The average thickness of the concrete pavement is approximately 4 ½ inches, and the average thickness of bituminous concrete overlay is approximately 4 ¼ inches thick. Bituminous concrete was encountered between Stations 40+70 and 45+00. The average thickness of the existing bituminous concrete is approximately 7 ¼ inches thick.

Alabama One Call personnel marked numerous underground utilities during the preparations of the drilling activities for this project. The underground utilities marked included, but was not limited to, AT&T communication cables, gas lines, water lines, sanitary sewer lines, etc. Overhead powerlines were also observed during our site visits and field activities.

3.0 GEOTECHICAL INFORMATION

WSP performed four (4) Seismic Cone Penetration Tests soundings (sCPT-1, sCPT-2, sCPT-4, and sCPT-5) for the proposed signal poles along the length of the Dr. Martin Luther King, Jr. Avenue Project to termination depths between 35 and 42 feet below existing ground surface (bgs). Soundings sCPT-3 and sCPT-6 were not accessible to testing equipment and therefore, sCPT-3 and sCPT-6 were not advanced nor attempted. Seismic CPT sounding locations were selected and staked by WSP and shown in Table 1 below.

Table 1: Test Locations

Seismic Cone Penetration Test ID	Signal Pole Nearest Intersection
CPT-1	Dr. Martin Luther King, JR., Avenue and Kennedy Street
CPT-2	Dr. Martin Luther King, JR., Avenue and N Ann Street
CPT-3	Dr. Martin Luther King, JR., Avenue and Peach Street (*)
CPT-4	Dr. Martin Luther King, JR., Avenue and Lafayette Street
CPT-5	Dr. Martin Luther King, JR., Avenue and Bizzel Avenue
CPT-6	Dr. Martin Luther King, JR., Avenue and Cedar Avenue (*)

(*) - sCPT-3 and sCPT-6 were not accessible to testing equipment and therefore, sCPT-3 and sCPT-6 were not advanced nor attempted.

A summary of the test locations that correspond to each of the proposed traffic signal poles, stations and elevations are included in Table 2 below:

Table 2: Summary of Traffic Signal Pole Numbers, Station, and Elevation for each of the soil test locations.

Seismic Cone Penetration Test ID	Pole No.	Station Number	Offset (ft)	Elevation (ft)
CPT-1	P1	82+75.69	23.73 RT	18.21
CPT-1	P3	83+11.45	30.18 LT	18.44
CPT-1	P4	83+25.65	23.47 RT	18.25
CPT-2	P1	62+77.06	21.86 LT	29.37
CPT-2	P2	61+98.84	23.72 RT	28.91
CPT-2	P3	60+17.16	24.15 RT	28.74

Table 2 – Con'd Seismic Cone Penetration Test ID	Pole No.	Station Number	Offset (ft)	Elevation (ft)
CPT-2	P4	59+68.24	34.93 LT	28.91
CPT-2	P2	68+95.10	20.70 LT	27.64
CPT-2	P3	69+05.04	23.51 RT	27.49
CPT-2	P4	68+51.69	23.59 RT	27.64
CPT-2	P5	67+01.85	22.93 RT	28.54
CPT-2	P6	66+58.72	29.68 LT	28.65
CPT-4	P1	48+19.76	32.61 RT	14.93
CPT-4	P4	48+90.13	24.66 RT	14.53
CPT-5	P2	47+72.97	28.46 LT	12.02
CPT-5	P3	48+38.21	21.68 LT	13.64

The underground utilities at the proposed test locations were marked/cleared by a private line locator and Alabama One Call on October 18, 2023. Drilling, sampling, and field logging activities were performed by a WSP drilling subcontractor on October 19, 2023, and October 20, 2023. A plan view of the approximate sCPT sounding test locations is shown in Figure A-2 (Appendix A).

Seismic CPT soundings were advanced using a track mounted CPT rig. Seismic CPT involves pushing a series of cylindrical rods, with an instrumented probe at the base, into the soil at a constant rate. The probe consisted of a cone tip element, a side friction sleeve element, a pore filter element, and geophone sensors. Continuous measurements of penetration cone tip resistance (q_c), sleeve friction (f_s), and porewater pressure (u_2) were recorded during penetration and digitized at 5-centimeter depth intervals to provide a nearly continuous profile. Seismic shear waves were generated at the ground surface at select intervals, recorded by the geophone sensors, and transmitted from the cone to the soil surface by wires that run through the push rods, or the data acquisition system (DAQ). The DAQ records and analyzes the data to determine the speed of the waves, or shear wave velocity, based on the measured arrival times and shear and compression wave magnitudes, or the distance between the wave generator and the sensors. All sCPT sounding holes were backfilled with soil cuttings to site grade once testing was completed and prior to drill crew departure.

ConePlot V.3.1.6, a computer program developed by Vertek, was used to generate cone data plots for interpretation of raw sCPT data in terms of Soil Behaviour Type (SBT) according to UBC-1983 and various other geotechnical parameters using the current published correlations based on the comprehensive review by Lunne, Robertson and Powell (1997), as well as recent updates by Professor Robertson. The nearly continuous record of q_c, f_s, and u_2 were used to evaluate subsurface stratigraphy, estimate engineering properties, and determine soil homogeneity, depth of soil layers, voids or cavities, and other potential discontinuities. The results of both measured values and interpreted properties and shear wave velocity versus depth curves for the sCPT soundings are attached in Appendix B.

3.1 GROUNDWATER OBSERVATIONS

Groundwater was encountered in the sCPT soundings between 2.4 and 16.4 feet (bgs) at the time of drilling.

We have assumed a groundwater table of 5 feet (bgs) for use in our analyses based on the average groundwater table elevations encountered at the project site. We note that perched water tables have been observed occasionally at the site; therefore, it is possible during excavation activities that perched water table could be encountered and therefore, arrangements for pumping water out of the excavation during construction may be needed and should be planned for accordingly. We note that the river elevation at this location is near sea level; therefore, groundwater at the mill is generally flowing toward the river. The presence or absence of groundwater may vary with rainfall, evaporation, construction activity, surface runoff or other site-specific factors. Variations in the ground water level with the seasons of the year should be anticipated.

3.2 GENERAL SUBSURFACE STRATA

Soil strata encountered in the sCPT soundings are generally consistent with the subsurface profile encountered in the historic Standard Penetration Test (SPT) boring. There are variations in specific stratigraphy and conditions encountered in each sounding, and sCPT soundings provided in Appendix B should be reviewed for information at each sounding location.

1) Variable Soils: Encountered soils between existing ground surface and 5 feet below existing ground surface that are variable in consistency and type. Encountered sands, silts, and clays.
2) Sand and Silty Sand Soils: Encountered soils between 5 and 10 feet below existing ground surface that were predominantly loose to medium dense sands and silty sands.
3) Silty Clays: Encountered soils between 10 and 30 feet below existing ground surface that were predominantly very soft silty clays.
    a. Very soft to soft Clays and Silts: Encountered soils between 10 and 20 feet below existing ground surface that were predominantly very soft to soft silty clays.
    b. Very soft to stiff Clays and Silts: Encountered soils between 20 and 30 feet below existing ground surface that were predominantly very soft to stiff silty clays.
4) Lower Sands and Gravels: Encountered soils between 30 feet and termination depths (approximately 42 feet below existing ground surface) that were predominantly medium dense to dense sands and gravels.

3.3 SOIL DESIGN PARAMETERS

Geotechnical parameters for foundation design are provided in Tables A-1, A-2, A-3, and A-4 and are attached in Appendix C. These recommended parameters and soil characteristics were developed based on SPT correlations from available historical project data and sCPT correlations. The geotechnical parameters provided in Table A-1 may also be used by the foundation designers at the signal poles that will be founded and constructed within the footprint of Broad Street Phase IV project site and at the intersection of Peach Street and Dr. Martin Luther King, Jr. Avenue and the intersection of Cedar Avenue and Dr. Martin Luther King, Jr., Avenue. Many of the sounding test locations were moved from the initial planned location due to operation considerations, such as the presence of underground utilities and overhead utility lines. Approximate sounding test locations are indicated on the attached boring plans, test boring records, and sCPT soundings. The sounding test locations on the attached boring plans (Appendix A, Figure A-2 and CPT Boring Plan - Three Sheets) are approximate as-drilled/advanced sounding test locations.

4.0 BASIS FOR RECOMMENDATION

The recommendations provided are based in part on project information provided to us, and they only apply to the specific project and site discussed in this report. If the project information referenced in this report contains incorrect information or if additional information is available, you should convey the correct or additional information to us and retain us to review our recommendations. We can then modify our recommendations, as necessary.

Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions between borings will be different from those at specific boring and sounding locations, and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve the problems created. We are available to assist the design and construction team in providing this service based upon our familiarity with the project, the subsurface conditions, and the intent of the recommendations.

WSP prepared this report solely for the use of the intended recipient, Volkert, Inc., in accordance with the professional services agreement. The intended recipient is solely responsible for the disclosure of any information contained in this report. The content and opinions contained in the present report are based on the observations and/or information available to WSP at the time of preparation. If a third party makes use of, relies on, or makes decisions in accordance with this report, said third party is solely responsible for such use, reliance, or decisions. WSP does not accept responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken by said third party based on this report. This limitations statement is considered an integral part of this report.

Additional information is provided in the GBC information in Appendix D.

APPENDICES

APPENDIX A

Figures A-1 thru A-4

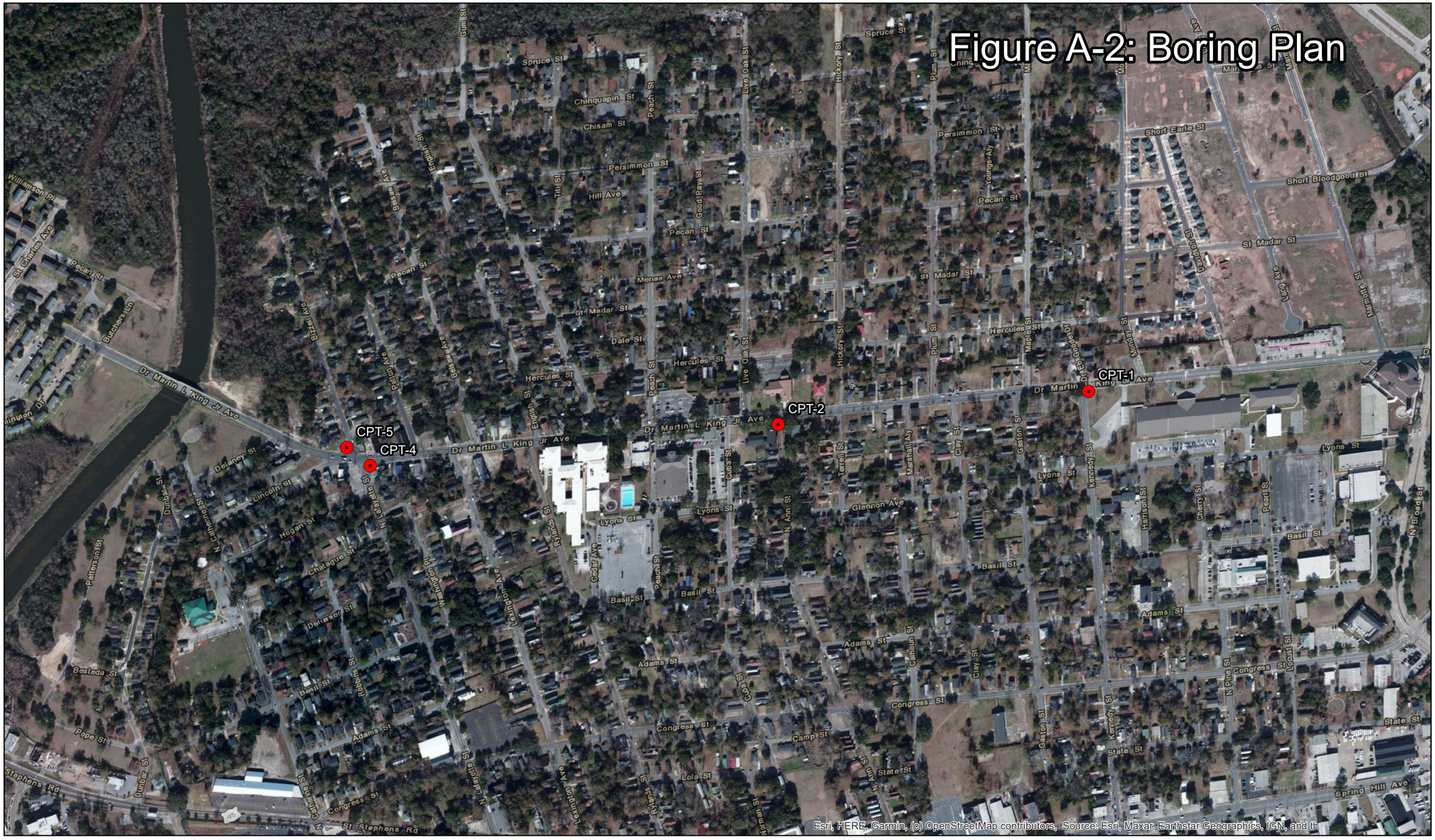
CPT Boring Plan – Three Sheets

Figure A-1: Location Map



WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-1: Location Map	**City Of Mobile** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-2: Boring Plan



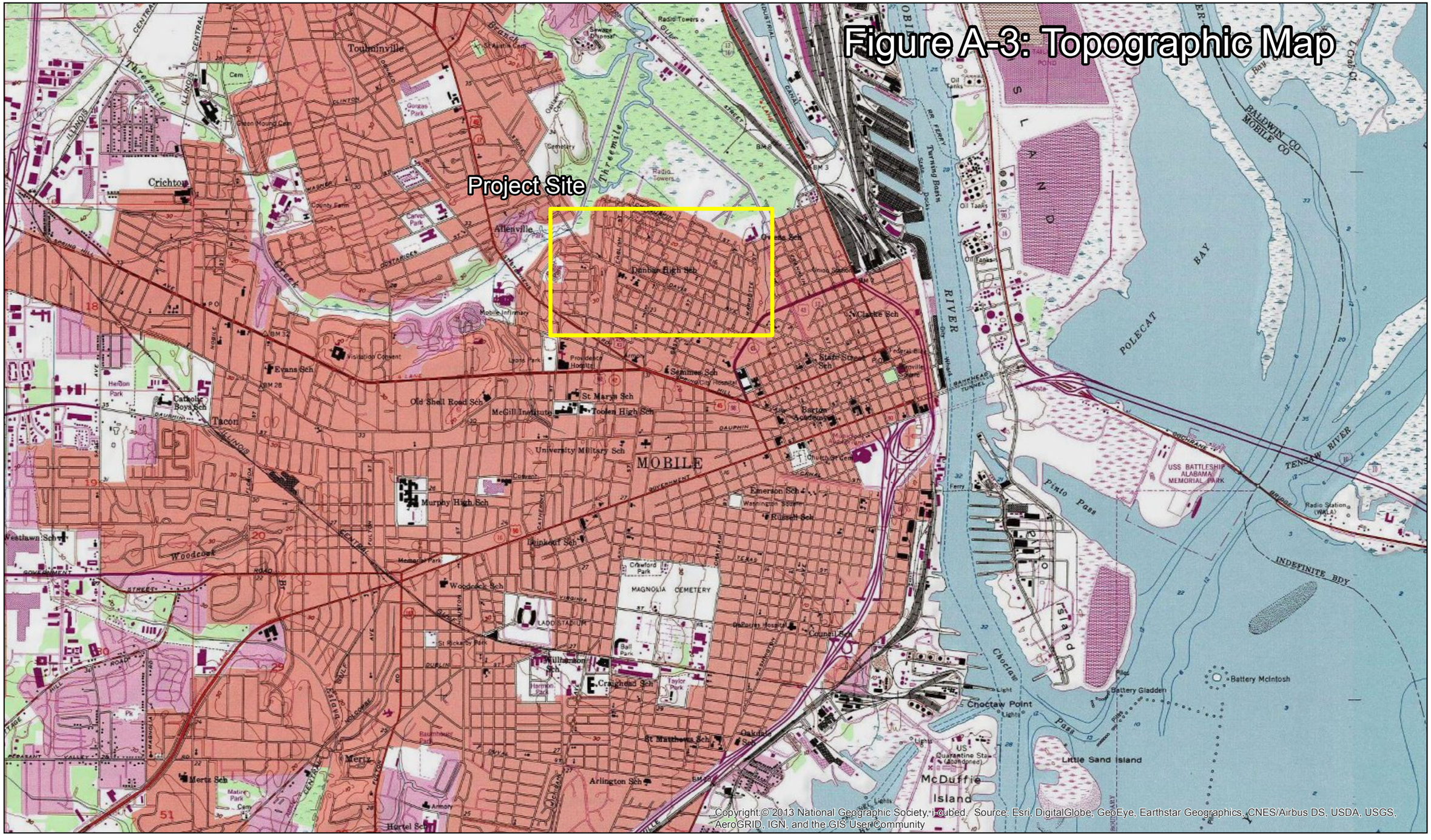
0 500 1,000 2,000 Feet

● CPT-# Approximate location of cone penetration test

N

WSP USA Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED RJH / MMA	FIGURE Figure A-2: Boring Plan	Volkert Phase 4 Broad Street Project Draft Addendum 1 Report
	REVISED 11/13/2023	PROJECT NUMBER 7382-23-4132	

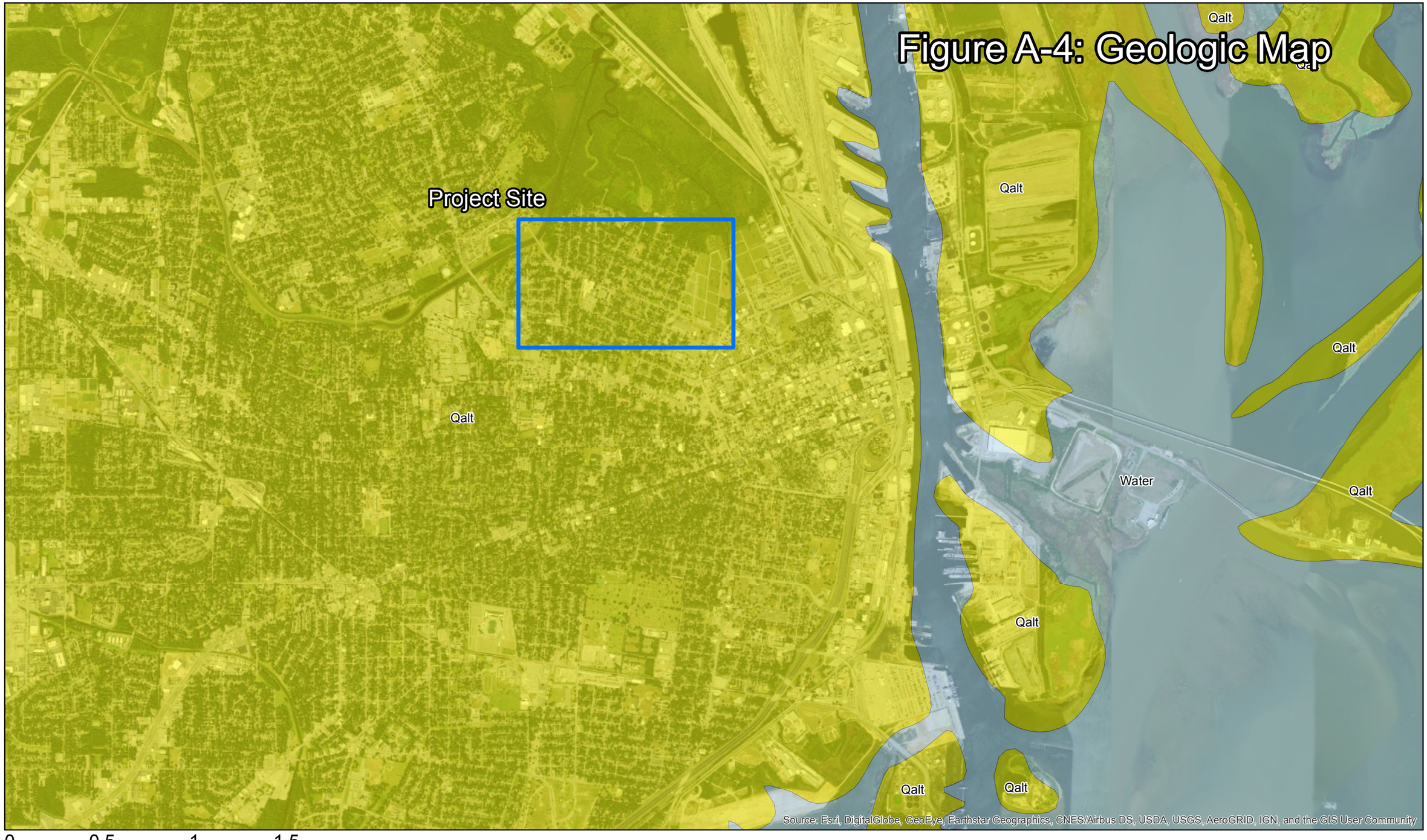
Figure A-3: Topographic Map



0 0.5 1 1.5 Miles

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-3: Topographic Map	**City Of Mobile** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-4: Geologic Map



Alluvial, coastal and low terrace deposits (Qalt): fine to coarse and medium quartz sand containing clay lenses, silt and gravel in places.

Source: Szabo, M.W., Osborne, E.W., Copeland, C.W. Jr., and Neathery, T.L., 1988, Geologic Map of Alabama, GSA Special Map 220.

177

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-4: Geologic Map	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile Co., Alabama ALDOT Project No.: ST-049-999-013
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

NOTES:

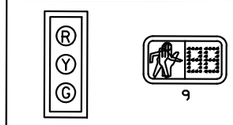
1. UNLESS OTHERWISE NOTED, ALL MATRIX ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 12.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
5. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.
6. ALL SIGNAL HEADS ARE TO BE L.E.D. IN BLACK HOUSING.
7. THE CONTRACTOR SHALL INSTALL/LOCATE NEW SIGNAL HEADS AND REQUIRED SIGNAGE IN ACCORDANCE WITH GUIDELINES OF SIGNAL HEAD PLACEMENT FROM THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST ADDITION.
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED RADAR DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE
#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)
PUSH BUTTON ASSEMBLIES
RADAR CABLE
PEDESTAL POLES W/ FOUNDATIONS

SUPPORTING STRUCTURES

POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	37	48+19.76	32.61' RT	25	12	SIGNAL POLE
P2	37	47+72.97	28.46' LT	40	12	SIGNAL POLE
P3	37	48+38.21	21.68' LT	25	12	SIGNAL POLE
P4	37	48+90.13	24.66' RT	25	12	SIGNAL POLE
P5	8	48+78.67	35.90' RT	-	-	PEDESTAL POLE

REQUIRED SIGNAL HEADS



REQUIRED SIGNS

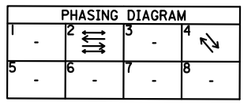
DETECTOR TABLE

ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2A	2	6X50	MATRIX	3	-
2B	2	6X50	MATRIX	2	-
4A	4	6X50	MATRIX	1	-
4B	4	6X50	MATRIX	4	-

CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-A
1-2 IN.	-	JB-A	POLE #1
1-2 IN.	-	JB-A	JB-B
2-2 IN.	-	JB-A	JB-C
1-2 IN.	-	JB-B	POLE #2
1-2 IN.	-	JB-C	POLE #4
1-1 IN.	-	JB-C	POLE #5
1-2 IN.	-	JB-C	JB-D
1-2 IN.	-	JB-D	POLE #3
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2 & #4
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3, #4
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS

PHASING DIAGRAM



SUGGESTED TIMINGS (SECONDS)

PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	NON LOCK
2	18.0	3.0	40	3.6	2.4	7	14	MIN	NO
4	6.0	2.0	20	3.6	2.0	-	-	-	YES

LEGEND

APPROXIMATE CPT LOCATION

NOTE: BASE DRAWING ADAPTED FROM ALDOT TRAFFIC SIGNAL LAYOUT SHEET 97

0 40 80 Feet

1 in = 178

CLIENT
VOLKERT, INC.

CONSULTANT
WSP

PROJECT
DR. MARTIN LUTHER KING, JR. AVE. PHASE IV

TITLE PROJECT NAME
CPT BORING PLAN

YYYY-MM-DD	2024-2-2
DESIGNED	-
PREPARED	JH
REVIEWED	MA
APPROVED	-

PROJECT NO. 7382-23-4132 - REV. 0 FIGURE FIGURE 1

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B

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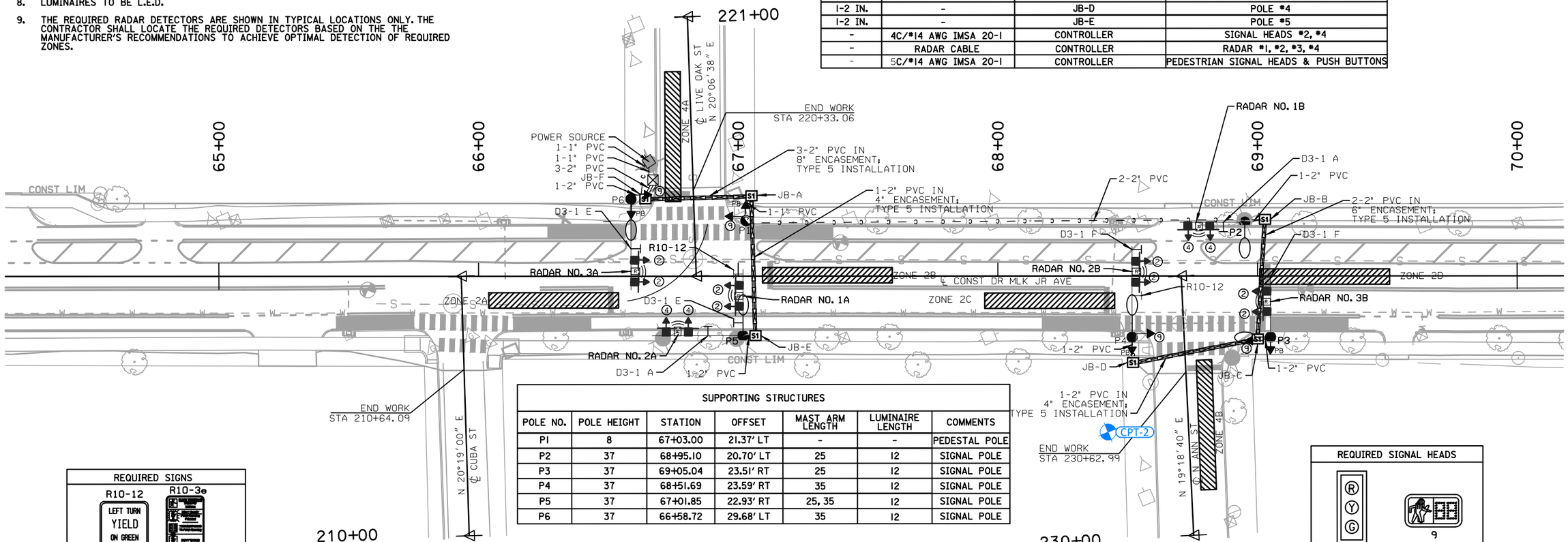
1. UNLESS OTHERWISE NOTED, ALL MATRIX ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 12.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
5. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.
6. ALL SIGNAL HEADS ARE TO BE L.E.D. IN BLACK HOUSING.
7. THE CONTRACTOR SHALL INSTALL/LOCATE NEW SIGNAL HEADS AND REQUIRED SIGNAGE IN ACCORDANCE WITH GUIDELINES OF SIGNAL HEAD PLACEMENT FROM THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST ADDITION.
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED RADAR DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.

SUGGESTED TIMINGS (SECONDS)								
PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	NON LOCK
2	15.0	3.0	40	3.6	1.8	7	10	MIN	NO
4	6.0	2.0	20	3.6	1.8	-	-	-	YES

CONDUIT AND CONDUCTOR SCHEDULE			
CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-F
1-2 IN.	-	JB-F	POLE #6
3-2 IN.	-	JB-F	JB-A
1-1 IN.	-	JB-A	POLE #1
2-2 IN.	-	JB-A	JB-B
1-2 IN.	-	JB-A	JB-E
1-2 IN.	-	JB-B	POLE #2
2-2 IN.	-	JB-B	JB-C
1-2 IN.	-	JB-C	POLE #3
1-2 IN.	-	JB-C	JB-D
1-2 IN.	-	JB-D	POLE #4
1-2 IN.	-	JB-E	POLE #5
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2, #4
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3, #4
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS



SUPPORTING STRUCTURES						
POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	8	67+03.00	21.37' LT	-	-	PEDESTAL POLE
P2	37	68+95.10	20.70' LT	25	12	SIGNAL POLE
P3	37	69+05.04	23.51' RT	25	12	SIGNAL POLE
P4	37	68+51.69	23.59' RT	35	12	SIGNAL POLE
P5	37	67+01.85	22.93' RT	25, 35	12	SIGNAL POLE
P6	37	66+58.72	29.68' LT	35	12	SIGNAL POLE

REQUIRED SIGNS

R10-12 — LEFT TURN YIELD ON GREEN

R10-3e — PB

D3-1 Martin Luther King Jr AVE A

D3-1 Live Oak ST E

D3-1 N Ann ST F

PHASING DIAGRAM

1 -	2	3 -	4
5 -	6 -	4 -	8 -

REQUIRED SIGNAL HEADS

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE
#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)
PUSH BUTTON ASSEMBLIES
RADAR CABLE
PEDESTAL POLES W/ FOUNDATIONS

DETECTOR TABLE					
ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2A	2	6X50	MATRIX	1A	-
2B	2	6X50	MATRIX	3A	-
2C	2	6X50	MATRIX	3B	-
2D	2	6X50	MATRIX	2B	-
4A	4	6X50	MATRIX	2A	-
4B	4	6X50	MATRIX	1B	-

LEGEND

APPROXIMATE CPT LOCATION

NOTE: BASE DRAWING ADAPTED FROM ALDOT TRAFFIC SIGNAL LAYOUT SHEET 99

0 40 80 Feet
1:79

CLIENT
VOLKERT, INC.

PROJECT
DR. MARTIN LUTHER KING, JR. AVE. PHASE IV

CONSULTANT
wsp

YYYY-MM-DD	2024-2-2
DESIGNED	-
PREPARED	JH
REVIEWED	MA
APPROVED	-

TITLE PROJECT NAME
CPT BORING PLAN

PROJECT NO. 7382-23-4132 - REV. 0 FIGURE FIGURE 2

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B

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NOTES:

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2. USE SPECIAL DRAWING TSOP NO. 12.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
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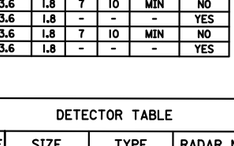
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED RADAR DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.

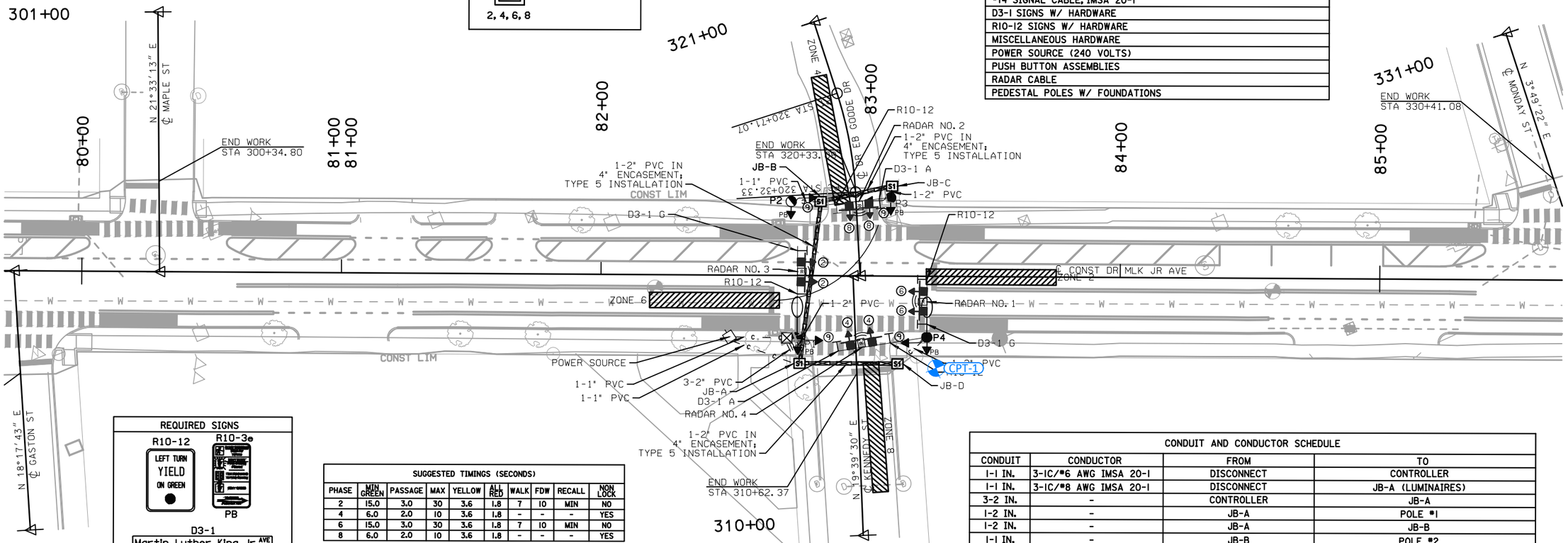
PHASING DIAGRAM			
1 -	2 ⟷ P2	3 -	4 ↓
5 -	6 ⟷ P6	7 -	8 ↑

REQUIRED SIGNAL HEADS



SUPPORTING STRUCTURES						
POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	37	82+75.69	23.73' RT	35	12	SIGNAL POLE
P2	8	82+73.09	28.46' LT	-	-	PEDESTAL POLE
P3	37	83+11.45	30.18' LT	25	-	SIGNAL POLE
P4	37	83+25.65	23.47' RT	25, 35	12	SIGNAL POLE

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE
#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)
PUSH BUTTON ASSEMBLIES
RADAR CABLE
PEDESTAL POLES W/ FOUNDATIONS



REQUIRED SIGNS

SUGGESTED TIMINGS (SECONDS)									
PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	NON LOCK
2	15.0	3.0	30	3.6	1.8	7	10	MIN	NO
4	6.0	2.0	10	3.6	1.8	-	-	-	YES
6	15.0	3.0	30	3.6	1.8	7	10	MIN	NO
8	6.0	2.0	10	3.6	1.8	-	-	-	YES

DETECTOR TABLE					
ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2	2	6X50	MATRIX	3	-
4	4	6X50	MATRIX	4	-
6	6	6X50	MATRIX	1	-
8	8	6X50	MATRIX	2	-

CONDUIT AND CONDUCTOR SCHEDULE			
CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-A
1-2 IN.	-	JB-A	POLE #1
1-2 IN.	-	JB-A	JB-B
1-1 IN.	-	JB-B	POLE #2
1-2 IN.	-	JB-B	JB-C
1-2 IN.	-	JB-C	POLE #3
1-2 IN.	-	JB-A	JB-D
1-2 IN.	-	JB-D	POLE #4
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2, #4, #6, #8
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3, #4
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS

LEGEND

APPROXIMATE CPT LOCATION

NOTE: BASE DRAWING ADAPTED FROM ALDOT TRAFFIC SIGNAL LAYOUT SHEET 100

0 40 80 Feet 180

CLIENT
VOLKERT, INC.

PROJECT
DR. MARTIN LUTHER KING, JR. AVE. PHASE IV

CONSULTANT
wsp

YYYY-MM-DD	2024-2-2
DESIGNED	-
PREPARED	JH
REVIEWED	MA
APPROVED	-

TITLE PROJECT NAME
CPT BORING PLAN

PROJECT NO. 7382-23-4132 - REV. 0 FIGURE FIGURE 3

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B 1in

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APPENDIX B

Test Boring Records
– Three Sheets

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
TIGER-FAUP-4917(250), Phase IV	2024	01

NOTES:

THE SUBSURFACE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS ARE SHOWN ON THE TEST BORING RECORDS. THESE RECORDS REPRESENT OUR INTERPRETATION OF THE SUBSURFACE CONDITIONS BASED ON THE FIELD LOGS AND VISUAL CLASSIFICATION OF FIELD SAMPLES BY A GEOTECHNICAL PROFESSIONAL, AND MAY NOT NECESSARILY REFLECT THE ACTUAL VARIATION IN SUBSURFACE CONDITIONS BETWEEN BORINGS AND SAMPLES. THE LINES DESIGNATING THE INTERFACE BETWEEN VARIOUS STRATA ON THE RECORDS REPRESENT THE APPROXIMATE INTERFACE LOCATION. THE ACTUAL TRANSITION BETWEEN STRATA MAY BE GRADUAL. THE OBSERVED WATER LEVELS AND CONDITIONS INDICATED ON THE BORING LOGS ARE AS RECORDED AT THE TIME OF EXPLORATION. THESE WATER LEVELS AND CONDITIONS MAY VARY CONSIDERABLY WITH TIME ACCORDING TO THE PREVAILING CLIMATE, RAINFALL OR OTHER FACTORS AND ARE OTHERWISE DEPENDENT ON THE DURATION OF AND THE METHODS USED IN THE EXPLORATION PROGRAM. THIS INFORMATION WAS PREPARED AND IS INTENDED FOR STATE DESIGN AND ESTIMATE PURPOSES. ITS PRESENTATION ON THE PLANS OR ELSEWHERE IS FOR THE PURPOSE OF PROVIDING INTENDED USERS WITH ACCESS TO THE SAME INFORMATION AVAILABLE TO THE STATE. THIS SUBSURFACE INFORMATION IS PRESENTED IN GOOD FAITH AND IS NOT INTENDED AS A SUBSTITUTE FOR PERSONAL INVESTIGATION, INDEPENDENT INTERPRETATIONS OR JUDGMENT OF THE CONTRACTOR.

REFERENCE:
CHECKLIST AND GUIDELINES FOR REVIEW OF GEOTECHNICAL REPORTS AND PRELIMINARY PLANS AND SPECIFICATION, FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO.: FHWA ED-88-053, AUGUST 1988 (REVISED FEBRUARY 2003)

Rock Type Symbol Legend

SYMBOL	ROCK TYPE
	COAL/LIGNITE
	CONGLOMERATE
	GNEISS
	LIMESTONE/DOLOMITE
	QUARTZITE
	SANDSTONE
	SHALE
	SILTSTONE
	VOIDS - FILLED
	VOIDS

Miscellaneous Symbol Legend

	ASPHALT
	CONCRETE
	WATER

Soil Classification Symbol Legend

SYMBOL	USCS	AASHTO
	GW	A-1-a
	GP	A-1-a
	GM	A-1-b
	GC	A-2-6, A-2-7
	SW	A-1-b
	SP	A-3
	SM	A-2-4, A-2-5
	SC	A-2-6, A-2-7
	ML	A-4
	CL	A-6
	MH	A-5
	CH	A-7
	FILL	
	MUCK/PEAT	
	TOPSOIL	

Sample Type and Water Level Symbol Legend

	Dynamic Cone Penetrometer
	No Recovery
	Power Auger without Sampling
	Rock Core Sample
	Split Spoon Sample
	Undisturbed Sample
	Caved Depth
	Water level at time of drilling
	Water level after drilling
	Delayed water level

SPT — Standard Penetration Test Resistance (blows per foot)

PPV — Pocket Penetrometer Value

50/100 — Rock Quality Designation / Core Recovery %

KEY TO SYMBOLS AND DESCRIPTIONS

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEHDAT M. ABDALLI
2/26/2024

Alabama Department of Transportation

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE:

PROJECT NO.: TIGER-FAUP-4917(250), Phase IV
SIGNAL POLE GEOTECHNICAL REPORT
PROPOSED SIGNAL POLE INSTALLATION ALONG MLK JR. AVE, PHASE IV

WSP PROJECT NO.: 7382-23-4132

PRELIMINARY PROJECT NO.: --

TEST BORING RECORD
SHEET 1 OF 3

SIGNAL POLES: P1, P3, AND P4

PAGE 1 OF 2

N: 254256
E: 1792621

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-1
STA, 83+11
30 FT
LEFT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:
Ground-water At Time of Drilling: 2,4 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-In Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Total Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
18.4	0	(0 ft) Loose, silty SAND - SM	0.0	(N = 5)								
			1.5	(N = 8)	117	0.2	–	40	25	200	–	
			3.0	(N = 8)								
13.4	5	(5 ft) Firm to loose, silty SAND - SM	4.5	(N = 17)								
			6.0	(N = 16)	59.2	0.1	–	30	25	200	–	
			7.5	(N = 7)								
8.4	10	(9 ft) Soft to very soft, lean CLAY - CL	9.0	(N = 2)								
			10.5	(N = 1)								
			12.0	(N = 3)	49.6	0.2	250	–	30	–	0.2	
3.4	15		13.5	(N = 2)								
			15.0	(N = 2)								
			16.5	(N = 2)								
-1.6	20	(19 ft) Soft to firm, silty, lean CLAY - CL	18.0	(N = 2)								
			19.5	(N = 3)								
			21.0	(N = 4)	52.6	0.2	1000	–	500	200	0.01	
			22.5	(N = 5)								
-6.6	25		24.0	(N = 4)								
			25.5	(N = 11)								
		(27 ft) Firm to dense, poorly graded SAND - SP	27.0	(N = 16)	62.6	0.1	–	42	125	125	–	
-11.6	30		28.5	(N = 27)								

SPT Terminated at 40 feet.

CPT-1 data applicable for the following locations:
- Pole No. P1
  - Station 82+75.69, Offset 23.73 ft RT of CL, GS Elevation 18.21 ft
- Pole No. P3
  - Station 83+11.45, Offset 30.18 ft LT of CL, GS Elevation 18.44 ft
- Pole No. P4
  - Station 83+25.65, Offset 23.47 ft RT of CL, GS Elevation 181.25 ft

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

SIGNAL POLES: P1, P3, AND P4

PAGE 2 OF 2

N: 254256
E: 1792621

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-1
STA, 83+11
30 FT
LEFT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Total Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
-11.6	30	(27 ft) Firm to dense, poorly graded SAND - SP	30.0	(N = 26)								
			31.5	(N = 27)								
			33.0	(N = 32)								
-16.6	35		34.5	(N = 46)	62.6	0.1	–	42	125	125	–	
			36.0	(N = 43)								
			37.5	(N = 45)								
-21.6	40		39.0	(N = 42)								
-26.6	45	SPT Terminated at 40 feet.										
-31.6	50											
-36.6	55											
-41.6	60											
-46.6	65											

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

SIGNAL POLES: P2, P3, P4, P5, AND P6

PAGE 1 OF 2

N: 254811
E: 1791246

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-2
STA, 66+62
23,6 FT
LEFT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:
Ground-water At Time of Drilling: 7,6 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-In Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
28.1	0	(0 ft) Firm, silty SAND - SM	0.0	(N = 12)								
			1.5	(N = 38)	119	0.2	–	–	1000	400	.005	
		(2 ft) Dense to firm, poorly graded SAND - SP	3.0	(N = 14)								
23.1	5	(5 ft) Firm, silty SAND - SM	4.5	(N = 20)								
			6.0	(N = 13)	55.6	0.1	–	32	60	90	–	
			7.5	(N = 11)								
18.1	10	(10 ft) Firm to very soft, lean CLAY - CL	9.0	(N = 5)								
			10.5	(N = 2)								
			12.0	(N = 2)	49.1	0.2	300	–	30	–	0.2	
13.1	15		13.5	(N = 2)								
			15.0	(N = 2)								
			16.5	(N = 2)								
			18.0	(N = 2)								
8.1	20		19.5	(N = 2)								
			21.0	(N = 2)	51.1	0.2	500	–	30	–	0.2	
			22.5	(N = 2)								
3.1	25	(24 ft) Loose, silty SAND - SM	24.0	(N = 9)	55.6	0.1	500	29	120	200	–	
		(26 ft) Soft to very soft, lean CLAY - CL	25.5	(N = 2)								
			27.0	(N = 2)	49.1	0.2	300	–	30	–	0.2	
-1.9	30	(29 ft) Soft, lean CLAY - CL	28.5	(N = 3)								

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

SIGNAL POLES: P2, P3, P4, P5, AND P6

PAGE 2 OF 2

N: 254811
E: 1791246

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-2
STA, 66+62
23,6 FT
LEFT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
-1.9	30	(29 ft) Soft, lean CLAY - CL	30.0	(N = 4)								
			31.5	(N = 4)	51.6	0.2	500	=	500	=	.01	
			33.0	(N = 4)								
-6.9	35	SPT Terminated at 35 feet.										
-11.9	40											
-16.9	45											
-21.9	50											
-26.9	55											
-31.9	60											
-36.9	65											

CPT-2 data applicable for the following locations:
- Pole No. P1
  - Station 62+77.06, Offset 21.86 ft LT of CL, GS Elevation 29.37 ft
- Pole No. P2
  - Station 61+98.84, Offset 23.72 ft RT of CL, GS Elevation 28.91 ft
  - Station 68+95.10, Offset 20.70 ft LT of CL, GS Elevation 27.64 ft
- Pole No. P3
  - Station 60+17.16, Offset 24.15 ft RT of CL, GS Elevation 28.74 ft
  - Station 69+05.04, Offset 23.51 ft RT of CL, GS Elevation 27.49 ft
- Pole No. P4
  - Station 59+68.24, Offset 34.93 ft LT of CL, GS Elevation 29.91 ft
  - Station 68+51.69, Offset 23.59 ft RT of CL, GS Elevation 27.64 ft
- Pole No. P5
  - Station 67+01.85, Offset 22.93 ft RT of CL, GS Elevation 28.54 ft
- Pole No. P6
  - Station 66+58.72, Offset 29.68 ft LT of CL, Elevation 28.65 ft

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

SIGNAL POLES: P1 AND P4

PAGE 1 OF 2

N: 255576
E: 1789411

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-4
STA, 48+90
24,5 FT
RIGHT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:
Ground-water At Time of Drilling: 16,4 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-In Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
14.5	0	(0 ft) Soft to firm, silty, lean CLAY with sand - CL	0.0	(N = 12)								
			1.5	(N = 11)	116	0.2	150	–	500	200	.007	
			3.0	(N = 4)								
			4.5	(N = 4)								
9.5	5	(6 ft) Loose, silty SAND - SM	6.0	(N = 5)	115	0.1	–	25	25	25	–	
			7.5	(N = 9)								
			9.0	(N = 9)	117	0.2	–	35	25	25	–	
4.5	10		10.5	(N = 7)								
			12.0	(N = 7)	115	0.2	250	–	100	–	.01	
			13.5	(N = 7)								
-0.5	15		15.0	(N = 9)								
		(16 ft) Firm, silty SAND - SM	16.5	(N = 9)								
			18.0	(N = 12)								
-5.5	20		19.5	(N = 12)								
			21.0	(N = 12)	57.6	0.1	–	36	60	60	–	
			22.5	(N = 13)								
-10.5	25		24.0	(N = 13)								
			25.5	(N = 11)								
		(27 ft) Very firm, poorly graded SAND - SP	27.0	(N = 21)								
-15.5	30		28.5	(N = 23)								

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

SIGNAL POLES: P1 AND P4

PAGE 2 OF 2

N: 255576
E: 1789411

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-4
STA, 48+90
24,5 FT
RIGHT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
-15.5	30	(27 ft) Very firm, poorly graded SAND - SP	30.0	(N = 24)								
			31.5	(N = 20)								
		(33 ft) Very firm, silty SAND - SM	33.0	(N = 21)								
-20.5	35		34.5	(N = 20)	60.6	0.1	–	39	60	60	–	
			36.0	(N = 20)								
		(37.5 ft) Very firm, poorly graded SAND - SP	37.5	(N = 25)								
-25.5	40		39.0	(N = 30)								
-30.5	45	SPT Terminated at 40.5 feet.										
-35.5	50											
-40.5	55											
-45.5	60											
-50.5	65											

CPT-4 data applicable for the following locations:
- Pole No. P1
  - Station 48+19.76, Offset 32.61 ft RT of CL, GS Elevation 14.93 ft
- Pole No. P4
  - Station 48+90.13, Offset 24,66 ft RT of CL, GS Elevation 14,53 ft

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

ALABAMA LICENSED No. 28285 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA

2/26/2024

Alabama Department of Transportation

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE:

PROJECT NO.: TIGER-FAUP-4917(250), Phase IV
SIGNAL POLE GEOTECHNICAL REPORT
PROPOSED SIGNAL POLE INSTALLATION ALONG MLK JR. AVE, PHASE IV

WSP PROJECT NO.: 7382-23-4132

PRELIMINARY PROJECT NO.: --

TEST BORING RECORD
SHEET 2 OF 3

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
TIGER-FAUP-4917(250), Phase IV	2024	03

SIGNAL POLES: P2 AND P3

PAGE 1 OF 2

N: 255672
E: 1789374

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-5

STA. 47+73
28.5 FT
LEFT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:

Ground-water At Time of Drilling: 7.9 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-in Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_a (pcf)	K_c (pcf)	K_{cu}	Remarks
12.0	0	(0 ft) Firm to loose, sitly SAND -SM	0.0	(N = 11)								
			1.5	(N = 5)	117	0.1	–	35	25	25	–	
			3.0	(N = 7)								
7.0	5		4.5	(N = 8)								
			6.0	(N = 7)	55.6	0.1	–	36	20	20	–	
			7.5	(N = 7)								
2.0	10	(10 ft) Firm, silty SAND - SM	9.0	(N = 8)								
			10.5	(N = 8)								
			12.0	(N = 11)								
			13.5	(N = 12)	57.6	0.1	–	38	60	60	–	
-3.0	15		15.0	(N = 16)								
		(17 ft) Firm to very firm, poorly graded SAND - SP	16.5	(N = 20)								
			18.0	(N = 22)								
-8.0	20		19.5	(N = 20)								
			21.0	(N = 21)								
			22.5	(N = 22)	61.6	0.1	–	40	60	60	–	
-13.0	25		24.0	(N = 23)								
			25.5	(N = 20)								
			27.0	(N = 23)								
-18.0	30		28.5	(N = 24)								

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

SIGNAL POLES: P2 AND P3

PAGE 2 OF 2

N: 255672
E: 1789374

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-5

STA. 47+72.97
28.46 FT
LEFT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_a (pcf)	K_c (pcf)	K_{cu}	Remarks
-18.0	30	(16.5 ft) Firm to very firm, poorly graded SAND - SP	30.0	(N = 25)								
			31.5	(N = 22)								
			33.0	(N = 26)								
-23.0	35		34.5	(N = 25)	61.6	0.1	–	40	60	60	–	
			36.0	(N = 28)								
			37.5	(N = 27)								
-28.0	40	SPT Terminated at 40 feet.	39.5	(N = 31)								
-33.0	45											
-38.0	50											
-43.0	55											
-48.0	60											
-53.0	65											

CPT-5 data applicable for the following locations:

- Pole No. P2
  - Station 47+72.97, Offset 28.46 ft LT of CL, GS Elevation 12.02 ft
- Pole No. P3
  - Station 48+38.21, Offset 21.68 ft LT of CL, GS Elevation 13.64 ft

7382234132 Phase IV TIGER Grant, MLK Jr. Ave. 2/2/24

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA
2/26/2024

Alabama Department of Transportation

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE:

PROJECT NO.: TIGER-FAUP-4917(250), Phase IV
SIGNAL POLE GEOTECHNICAL REPORT
PROPOSED SIGNAL POLE INSTALLATION ALONG MLK JR. AVE, PHASE IV

WSP PROJECT NO.: 7382-23-4132

PRELIMINARY PROJECT NO.: --

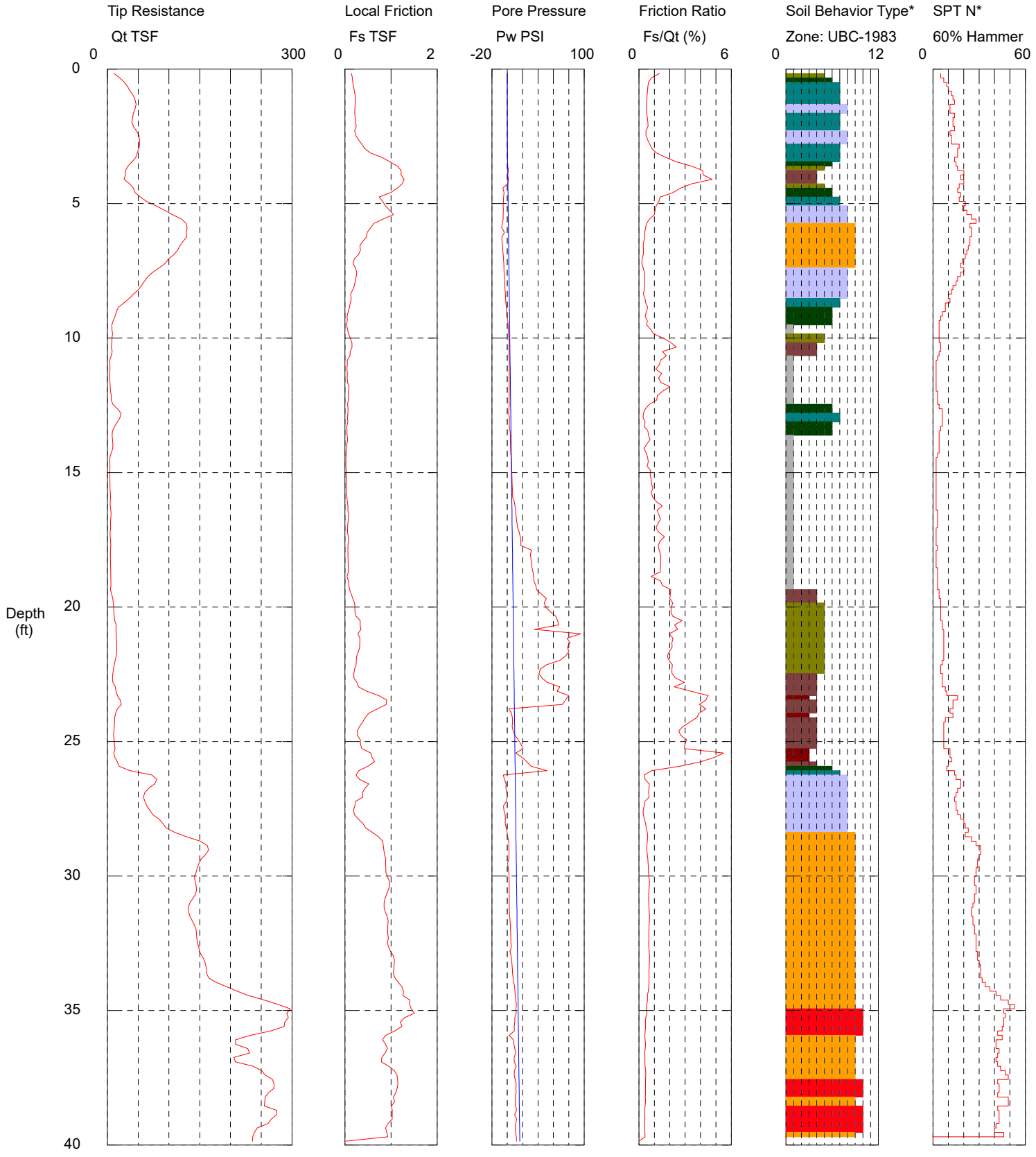
TEST BORING RECORD
SHEET 3 OF 3

sCPT Soundings

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-1
Cone Used: DDG1648
GPS Data: N30.69791 W88.05960

CPT Date/Time: 10/19/2023 12:41:41 PM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 2.4-ft.



Maximum Depth = 40.19 feet

Depth Increment = 0.164 feet

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

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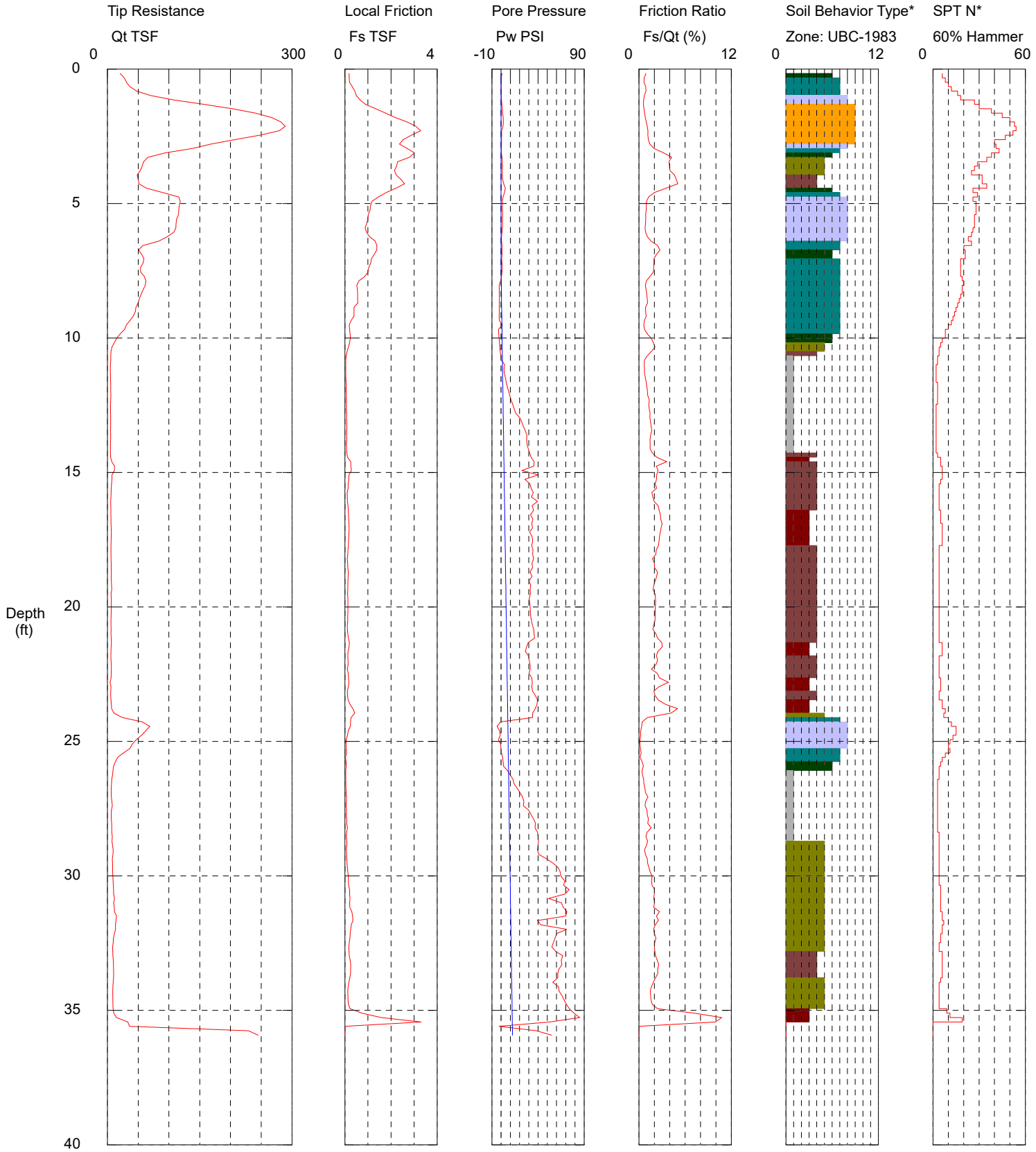
*Soil behavior type and SPT based on data from UBC-1983

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-2
Cone Used: DDG1648
GPS Data: N30.69941 W88.06399

CPT Date/Time: 10/19/2023 1:21:04 PM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 7.6-dry.



Maximum Depth = 35.93 feet

Depth Increment = 0.164 feet

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

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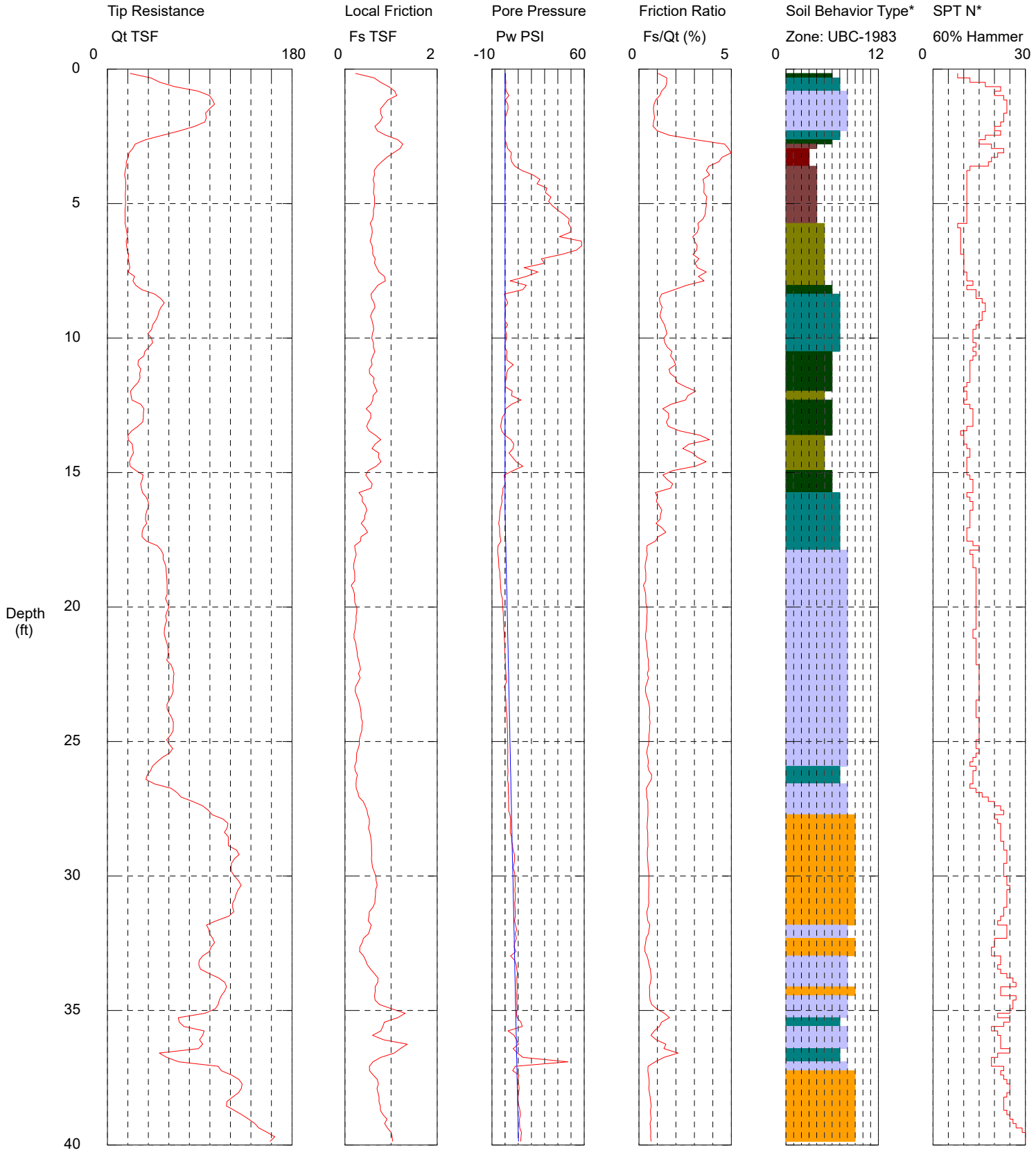
*Soil behavior type and SPT based on data from UBC-1983

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-4
Cone Used: DDG1648
GPS Data: N30.70142 W88.06975

CPT Date/Time: 10/19/2023 12:01:39 PM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 16.4-ft.



Maximum Depth = 41.17 feet

Depth Increment = 0.164 feet

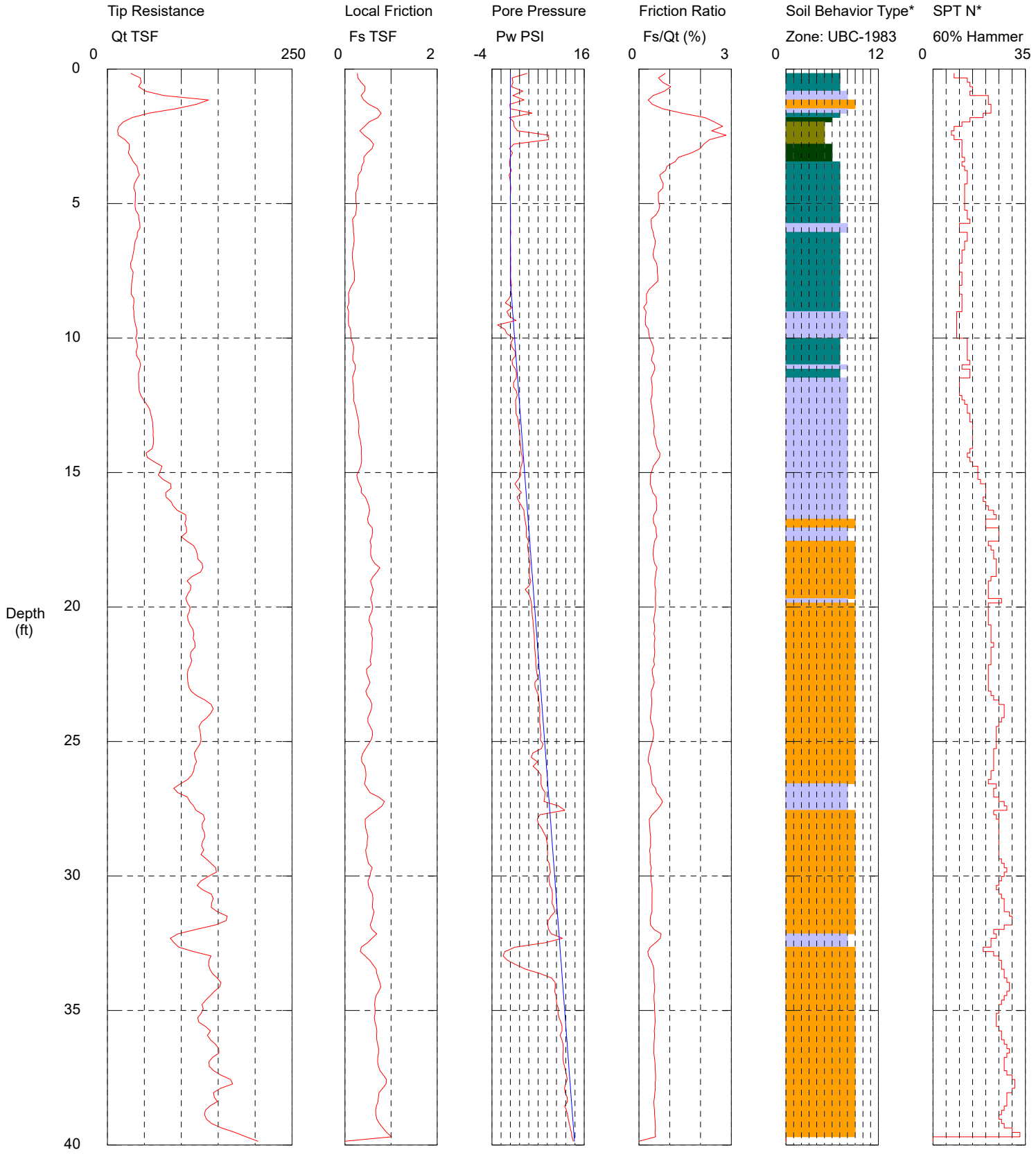
1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
189
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

*Soil behavior type and SPT based on data from UBC-1983

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-5
Cone Used: DDG1648
GPS Data: N30.70181 W88.06995

CPT Date/Time: 10/20/2023 9:43:04 AM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 7.9-ft.



Maximum Depth = 40.19 feet

Depth Increment = 0.164 feet

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

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*Soil behavior type and SPT based on data from UBC-1983

Cone Penetration Test Index Sheet



USER NOTES, ABBREVIATIONS AND DEFINITIONS

This Index sheet accompanies Cone Penetration Test Data. Please refer to the Boring Log Descriptive Terminology Sheet for information relevant to conventional boring logs.

This Cone Penetration Test (CPT) Sounding follows ASTM D 5778 and was made by ordinary and conventional methods and with care deemed adequate for the Department's design purposes. Since this sounding was not taken to gather information relating to the construction of the project, the data noted in the field and recorded may not necessarily be the same as that which a contractor would desire. While the Department believes that the information as to the conditions and materials reported is accurate, it does not warrant that the information is necessarily complete. This information has been edited or abridged and may not reveal all the information which might be useful or of interest to the contractor. Consequently, the Department will make available at its offices, the field logs relating to this sounding.

Since subsurface conditions outside each CPT Sounding are unknown, and soil, rock and water conditions cannot be relied upon to be consistent or uniform, no warrant is made that conditions adjacent to this sounding will necessarily be the same as or similar to those shown on this log. Furthermore, the Department will not be responsible for any interpretations, assumptions, projections or interpolations made by contractors, or other users of this log.

Water pressure measurements and subsequent interpreted water levels shown on this log should be used with discretion since they represent dynamic conditions. Dynamic Pore water pressure measurements may deviate substantially from hydrostatic conditions, especially in cohesive soils. In cohesive soils, water pressures often take extended periods of time to reach equilibrium and thus reflect their true field level. Water levels can be expected to vary both seasonally and yearly. The absence of notations on this log regarding water does not necessarily mean that this boring was dry or that the contractor will not encounter subsurface water during the course of construction.

CPT Terminology

CPT .....Cone Penetration Test
CPTU.....Cone Penetration Test with Pore Pressure measurements
SCPTU .....Cone Penetration Test with Pore Pressure and Seismic measurements
Piezocone...Common name for CPTU test

(Note: This test is not related to the Dynamic Cone Penetrometer DCP)

q_T TIP RESISTANCE

The resistance at the cone corrected for water pressure. Data is from cone with 60 degree apex angle and a 10 cm^2 end area.

f_s SLEEVE FRICTION RESISTANCE

The resistance along the sleeve of the penetrometer.

FR Friction Ratio

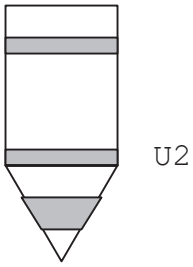
Ratio of sleeve friction over corrected tip resistance.
FR = fs/qt

V_s Shear Wave Velocity

A measure of the speed at which a siesmic wave travels through soil/rock.

PORE WATER MEASUREMENTS

Pore water measurements reported on CPT Log are representative of water pressures measured at the U2 location, just behind the cone tip, prior to the sleeve, as shown in the figure below. These measurements are considered to be dynamic water pressures due to the local disturbance caused by the cone tip. Dynamic water pressure decay and Static water pressure measurements are reported on a Pore Water Pressure Dissipation Graph.



SBT SOIL BEHAVIOR TYPE

Soil Classification methods for the Cone Penetration Test are based on correlation charts developed from observations of CPT data and conventional borings. Please note that these classification charts are meant to provide a guide to Soil Behavior Type and should not be used to infer a soil classification based on grain size distribution.

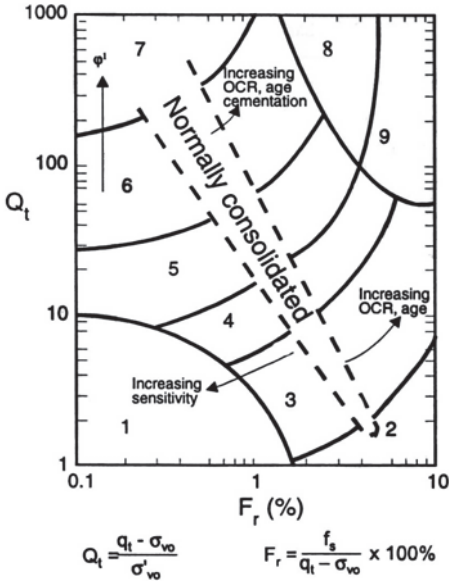
The numbers corresponding to different regions on the charts represent the following soil behavior types:

1. Sensitive, Fine Grained
2. Organic Soils - Peats
3. Clays - Clay to Silty Clay
4. Silt Mixtures - Clayey Silt to Silty Clay
5. Sand Mixtures - Silty Sand to Sandy Silt
6. Sands - Clean Sand to Silty Sand
7. Gravelly Sand to Sand
8. Very Stiff Sand to Clayey Sand
9. Very Stiff, Fine Grained

Note that engineering judgment, and comparison with conventional borings is especially important in the proper interpretation of CPT data in certain geo-materials.

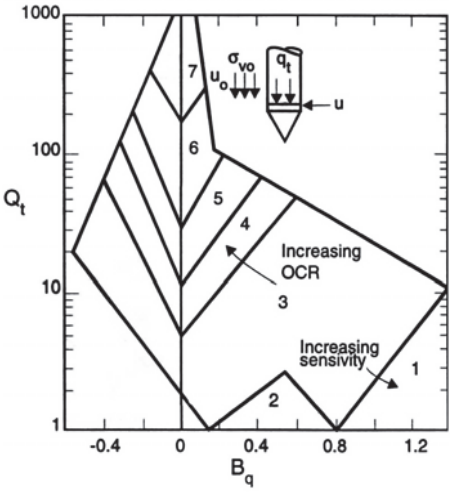
The following charts are used to provide a Soil Behavior Type for the CPT Data.

Robertson CPT 1990
Soil Behavior type based on friction ratio



$$Q_t = \frac{q_t - \sigma_{vo}}{\sigma'_{vo}} \qquad F_r = \frac{f_s}{q_t - \sigma_{vo}} \times 100\%$$

Robertson CPTU 1990
Soil Behavior type based on pore pressure



$$Q_t = \frac{q_t - \sigma_{vo}}{\sigma'_{vo}} \qquad B_q = \frac{u_2 - u_o}{q_t - \sigma_{vo}}$$

where ...

Q_T..... normalized cone resistance
B_q ..... pore pressure ratio
F_r ..... Normalized friction ratio
σ_{vo} ..... overburden pressure
σ'_{vo} ..... effective over burden pressure
u_2 ..... measured pore pressure
u_0 ..... equilibrium pore pressure

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APPENDIX C

Tables A-1 thru A-4

APPENDIX

Table A-1: sCPT-1 Recommended Design Parameters – Kennedy Street Intersection

Layer	General Description	Approximate Depths [from existing ground surface] (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle (degrees)	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Clays and Silts with Sand	Top: Ground surface Bottom: 5 feet	2 – 14 bpf Avg. 7 bpf	117 pcf	0.2	--	40	25	200	--
2	Sand and Silty Sands	Top: 5 feet Bottom: 9 feet	3 – 20 bpf Avg. 13 bpf	59.2 pcf (1)	0.1	--	30	20	20	--
3	Clays and Silts	Top: 9 feet Bottom: 19 feet	1 – 4 bpf Avg. 2 bpf	49.6 pcf (1)	0.2	250 psf	--	30	--	0.2
4	Clayey silt and Silty Clay	Top: 19 feet Bottom: 27 feet	2 – 15 bpf Avg. 5 bpf	52.6 pcf (1)	0.2	1,000 psf	--	500	200	0.01
5	Sand and Gravelly Sand	Top: 27 feet Bottom (Termination Depth): 40.19 feet	12 – 50 bpf Avg. 32 bpf	62.6 pcf (1)	0.1	--	42	125	125	--

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 5 feet below existing ground surface.

(2) Poisson's ratios (ν) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX

Table A-2: sCPT-2 Recommended Design Parameters – N Ann Street Intersection

Layer	General Description	Approximate Depths (from existing ground surface) (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle in degrees	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Clays and Silts with Sand	Top: Ground surface Bottom: 5 feet	3 – 47 bpf Avg. 21 bpf	119 pcf	0.2	--	--	1,000	400	.005
2	Sand and Silty Sands	Top: 5 feet Bottom: 10 feet	4 – 20 bpf Avg. 12 bpf	55.6 pcf (1)	0.1	--	32	60	90	--
3	Clays and Silts	Top: 10 feet Bottom: 14 feet	1 – 2 bpf Avg. 2 bpf	49.1 pcf (1)	0.2	300 psf	--	30	--	0.2
4	Silty Clay	Top: 14 feet Bottom: 24 feet	2 – 4 bpf Avg. 2 bpf	51.1 pcf (1)	0.2	500 psf	--	30	--	0.2
5	Sand and Silty Sands	Top: 24 feet Bottom: 26 feet	3 – 14 bpf Avg. 7 bpf	55.6 pcf (1)	0.1	500 psf	29	120	200	--
6	Clays and Silts	Top: 26 feet Bottom: 29 feet	2 – 3 bpf Avg. 2 bpf	49.1 pcf (1)	0.2	300 psf	--	30	--	0.2
7	Clayey silt and Silty Clay	Top: 29 feet Bottom (Termination Depth): 35.93 feet	3 – 10 bpf Avg. 4 bpf	51.6 pcf (1)	0.2	500 psf	--	500	--	.01

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 7.6 feet below existing ground surface.

(2) Poisson's ratios (v) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX

Table A-3: sCPT-4 Recommended Design Parameters – N Lafayette Street Intersection

Layer	General Description	Approximate Depths (from existing ground surface) (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle in degrees	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Clays and Silts with Sand	Top: Ground surface Bottom: 6 feet	4 – 17 bpf Avg. 9 bpf	116 pcf	0.2	150 psf	--	500	200	.007
2	Sand and Silty Sands	Top: 6 feet Bottom: 8 feet	4 – 7 bpf Avg. 5 bpf	115 pcf	0.1	--	25	25	25	--
3	Sand and Silty Sands	Top: 8 feet Bottom: 11 feet	7 – 11 bpf Avg. 9 bpf	117 pcf	0.2	--	35	25	25	--
4	Silty Clay	Top: 11 feet Bottom: 16 feet	6 – 9 bpf Avg. 7 bpf	115 pcf	0.2	250 psf	--	100	--	0.01
5	Sand to Silty Sands	Top: 16 feet Bottom: 27 feet	8 – 15 bpf Avg. 11 bpf	57.6 pcf (1)	0.1	--	36	60	60	--
6	Sand and Silty Sands	Top: 27 feet Bottom (Termination Depth): 41.17 feet	13 – 32 bpf Avg. 22 bpf	60.6 pcf (1)	0.1	--	39	60	60	--

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 16.4 feet below existing ground surface.

(2) Poisson's ratios (v) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX

Table A-4: sCPT-5 Recommended Design Parameters – Bizzel Avenue Intersection

Layer	General Description	Approximate Depths (from existing ground surface) (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle in degrees	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Silty sand to Sandy silt	Top: Ground surface Bottom: 5 feet	6 – 8 bpf Avg. 7 bpf	117 pcf	0.1	--	35	25	25	--
2	Silty sand to Sandy silt	Top: 5 feet Bottom: 10 feet	3 – 19 bpf Avg. 8 bpf	55.6 pcf (1)	0.1	--	36	20	20	--
3	Sand to Silty Sands	Top: 10 feet Bottom: 17 feet	8 – 20 bpf Avg. 12 bpf	57.6 pcf (1)	0.1	--	38	60	60	--
4	Sand	Top: 17 feet Bottom (Termination Depth): 40.19 feet	17 – 34 bpf Avg. 23 bpf	61.6 pcf (1)	0.1	--	40	60	60	--

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 7.9 feet below existing ground surface.

(2) Poisson's ratios (ν) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX D

GBC information Sheet

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled*. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed*. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

Telephone: 301/565-2733
e-mail: info@geoprofessional.org www.geoprofessional.org

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ATTACHMENT “G”

PROJECT ADDENDUMS

CITY OF MOBILE

TIGER 2016 Project Phase Four- Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St

Project No. 2023-2045-01

ADDENDUM #1

This addendum includes: pre-bid sign-in sheet and agenda, bid submittal checklist, responses to contractor questions and revised contract language. This addendum consists of a total of 12 pages, including the cover page.

A final addendum will be posted on Friday, July 25, 2025 **by COB that will** include any remaining questions received prior to the deadline of 12pm on July 23, 2025 and an updated proposal form.

Instructions: Please **acknowledge receipt of this addendum by signing this form and** including it in your submittal on July 30, 2025.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

McElhenney Construction Company, LLC

Company

Authorized Signature

7/30/2025

Date

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace this language on page 46: "ESTIMATE: (23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than (5%) of the estimated amount **of work done, the** value of materials stored on the site (if applicable), and the value **of materials suitably stored and insured off**-site (if applicable). **Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment** request must be accompanied by the DBE utilization report, **with the following** language:

   ESTIMATE: (23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored ***and insured off****-site (if applicable). Following* ***fifty percent (50%) completion, no*** *further retainage shall be withheld. Each payment request must be accompanied by the DBE utilization report and a CPM Schedule.*

MLK Pre-Bid Questions

1. Sheet 420 has the following note in the bottom left corner. Is this consistent throughout the project? Also, need a patching detail for this.

NOTES:
1. WHEN REQUIRED JUNCTION BOXES ARE TO BE INSTALLED IN PAVED AREAS, THE CONTRACTOR SHALL INSTALL A STUB OUT FROM THE JUNCTION BOX BEYOND THE LIMITS OF THE PAVEMENT AS DIRECTED BY THE RPR IN THE FIELD. THE COSTS ASSOCIATED WITH THE STUB OUT SHALL BE SUBSIDIARY TO PAY ITEM 730L-005.

   - This is a consistent note throughout the project. We won't need a patching detail as the note sent is referring to setting those spaced boxes in the new sidewalk pavement.

2. May be overlooking it but cannot find the details for the connection from the bridge to the adjacent pull box on each end. Please either point me to those details or provide the required details for connections.

   - Refer to ALDOT special drawing RLD-001, Index No 75026

3. Will the project be tied to ALDOT asphalt Index?

   - The project will utilize the asphalt index per ALDOT specifications

4. Is the DBE goal for this project 15%?

   - Yes, the City DBE goal is 15%. Also See link to federal regulation. This is also included on the agenda and in the bid documents.

5. Can we get the Excel file with the Macro for bid submission?

   - Yes. This will be provided in an addendum

6. On sheet 2-O Note 13, how is the GC to know if pipe is needed? Could pay items for pipe be added to bid?

   - Due to unknowns, per note 42, REQUIRED INLETS AND JUNCTION BOXES MEASUREMENTS AND PIPE CONNECTIONS TO BE FIELD VERIFIED AND CAST-IN-PLACE. As per note 13, the required pipe is subsidiary to pay item 621C

7. Are the boxes to be built in place due to unknowns? If so, can they be built with either block or poured in place with concrete?

    - Per note 42, REQUIRED INLETS AND JUNCTION BOXES MEASUREMENTS AND PIPE CONNECTIONS TO BE FIELD VERIFIED AND CAST-IN-PLACE with block or poured in place concrete.

8. Please provide more detail as to what is wanted in Note 33 on Sheet 2-O?

    - Power wash and paint. See Section 501 of the ALDOT Specs and ALDOT List III-3 SURFACE COATINGS FOR PORTLAND CEMENT CONCRETE for Paint type.

9. Can question deadline be extended to July 25, 2025 COB?

    - Question deadline will be extended to Wednesday, July 23 by 12pm. Final addendum will be issued Friday, July 25 by COB

10. Will the City do any tree trimming needed on the project?

    - Any tree trimming and removals will be coordinated with City Urban Forestry to assess and handle.

11. Will existing stripe on bridge be removed before final stripe?

    - Bridge stripe removal to be added to quantity list in revised proposal via addendum

12. Will there be any restrictions working in the school zone?

    - No restrictions are known at this time. When work is approaching the area, contractor to coordinate with City and school for any possible work arounds and notifications.

Dr Martin Luther King Jr Ave (Butchers Ln to Beauregard St)
Pre-Bid Meeting - July 16, 2025
Sign-In Sheet

Name (Please print)	Company/Org	E-mail	PLEASE NOTE: Prime Contractor (P) Subcontractor (SC) Supplier (S)	Phone	Received all handouts? (please sign)
CODY REED	COM	cody.reed@cityofmobile.org		251-404-5978	
KEN DONOVAN	APAC	Ken.donovan@APAC.com	P	251-342-3024	
Nick Rose	Volkert	Nick.Rose@volkert.com		2514630023	
Lindsey Turner	Volkert	lindsey.turner@volkert.com		251-402-0299	
AARON GOLDIN	CLS	Aaron@CLS-mobile.com	SC	251 445 4147	
Scott Appleton	PC Russell	Scott@PCRussell.com	P	251-487-6999	
BEN RUSSELL	PC RUSSELL	benr@pcrussell.com	P	251-599-1146	
RUSTY LOMAX	MAWSS	RLOMAX@MAWSS.COM		251-591-7130	
Andrew Lott	COM	andrew.lott@cityofmobile.org		251-208-7967	
Shaun Stapleton	MAC/WCC	sstapleton@wiregrasscontracting.com	P	251-408-0770	

Page___ of ___

MOBILE
ALABAMA

Dr Martin Luther King Jr Ave (Butchers Ln to Beauregard St)
Pre-Bid Meeting - July 16, 2025
Sign-In Sheet

Name (Please print)	Company/Org	E-mail	PLEASE NOTE: Prime Contractor (P) Subcontractor (SC) Supplier (S)	Phone	Received all handouts? (please sign)
Charlie Cox	APac Alabama	charlie.cox@apac.com	P	662-769-1112	
Jim Poore	J Hunt	jimepjhuntgc.com	P	251-225-5520	
Katelyn Finnorn	Volkert	katelyn.finnorne volkert.com	EOR	251-402-3441	
Grant Nichols	Grant Nichols Const	grant@gn-const.com	P	251-406-3324	
Brien Martin	Jubileescape	brien@jubileescape.com	SC	251-626-5587	
Michael Gibson	Gibson Construction	michael@gibsonconstructionllc.com	SC	251-205-4440	
Spencer M Riggs	Kingdom construction Group	Spencer@Kingdomcg.us SpencerRiggs@Hotmail.com		251-554-7780	
Chandler Owens	MAC - A div. of Wiregrass	Chowens@wiregrassconstruction.com	Prime	251-583-1925	

Page___ of ___

Dr Martin Luther King Jr Ave (Butchers Ln to Beauregard St)
Pre-Bid Meeting - July 16, 2025
Sign-In Sheet

Name (Please print)	Company/Org	E-mail	PLEASE NOTE: Prime Contractor (P) Subcontractor (SC) Supplier (S)	Phone	Received all handouts? (please sign)
Matt Peoples	SJ+L	matthew@sjlcontractors.com	Prime	251-661-7826	[signature]
Mike Lambert	CPS	mike.lambert@cpspipe.m	Supplier	251-533-5239	[signature]
Andy Silcox	Gibson Construction	aGibsonconstruction.us	Sub	251-242-0543	[signature]
Bill McGough	WR Mitchell	mcgoughw@AOL.com	Sub	251-452-6576	[signature]
Drew Windham	McElhenney Const.	drew@mcelhenneyconst.com	Prime	228-217-7761	[signature]
LEE REACH	INLINE	LREACH@INLINE.COM	Sub	251-510-4413	[signature]
Leah Martin	Fortress Construction Services	Fortressconstruction@aol.com	Sub	253-334-2980	[signature]
John Whitman	Wiregrass Const (MAC)	jwhitman@mobileasphalt.com	Prime	251-402-1635	[signature]
SANDY Tillery	Bagby + Russell	SANDYT@BAGRUS.com	SC	251-583-8660	
Charod Jones	ALDOT	jonescha@dot.state.al.us		251-470-5134	

Page___ of ___

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), COM PROJECT NO. 2023-2045-01

Bid Opening Date: _____

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial *Required Item*

_____ (1) Attendance at Pre-Bid Meeting

_____ (2) Correct project name and information on sealed envelope (see pg. 6)

_____ **(3) Proof of required State of Alabama Contractor's License (see pg. 6)**

_____ (4) Entire bound bid contract as received from consultant engineer (see pg. 4)

_____ (5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)

_____ (6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 5, 26)

_____ (7) DBE Subcontracting and Major Supplier Plan (form - pgs. 75-79)

_____ (8) E-Verify Affidavit (Form – pg. 90)

_____ **(9) Accounting of Sales Tax form (pg. 215)**

_____ **(10) Federal-Aid Funded Projects (form – pg. 296)**

_____ (11) UEI Documentation and SAM.gov Verification (see pg. 5, 12; form – pg. 453)

_____ (12) FFATA Disclosure Statement (form – pg. 454)

_____ (13) Proposal Form (pgs. 14-25)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: _____ Job Title: _____

PRE-BID MEETING AGENDA

PROJECT: TIGER 2016 PROJECT PHASE FOUR, DR. MLK JR AVE
DATE and TIME: July 16, 2025 at 11am
LOCATION: Mobile Government Plaza, Atrium, Commission Conference Chamber
205 Government Street, Mobile, AL

AGENDA ITEMS:

I. Participants introductions and sign-in sheet
II. Project background and overview
III. DBE participation – City Ordinance 14-034-2018 and federal regulation 2 CFR 200.321
IV. UEI and SAM.gov registration requirements
V. City business license
VI. Overview of construction documents
VII. Questions from Attendees

ADMINISTRATIVE

1. This is the mandatory pre-bid meeting for prime contractors for the following City of Mobile project: TIGER 2016 Project Phase Four, Dr. Martin Luther King Jr. Avenue from Northwest of Butchers Lane to Beauregard St (SR-16) (COM Project No. 2023-2045-01). Please sign in on the sheet provided.

2. Only prime contractors in attendance are allowed to submit a bid for this project.

3. The Notice to Bidders indicates how the plans, specifications, and contract documents may be obtained or viewed. No bid packages will be issued to contractors later than twenty-four (24) hours after the pre-bid conference.

4. The bid opening date will be **Wednesday, July 30, 2025 at 2:30pm.** The City of Mobile will accept bids received by the City Clerk of the City of Mobile, Government Plaza, 9th Floor, South Tower, 205 Government Street, Mobile, Alabama 36602.

5. The bids will be immediately opened and publicly read in the Government Plaza Commission Conference Chamber (this room). No faxed bids will be received. This project will be bid as a single prime contract.

6. Bidders shall clearly indicate the following on the outside of their bid envelope:

    a. **"Bid for completion of TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16) City of Mobile Project No. 2023-2045-01, in the City of Mobile, Alabama"**
    b. Contractor's license number with Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification.
    c. PLEASE NOTE:
        - The entire bid document, including all addendums, must be included with your submission.
        - Required item checklist (Page 1 of contract document) shall be completely filled out and signed
        - For increased efficiency at bid opening, please place a tab on required items.

7. The deadline for contractors to submit written questions is **Monday, July 21, 2025 at 12pm.** All contractor questions shall be formally submitted via email to Cody Reed, Engineering Project Manager (cody.reed@cityofmobile.org). Please ensure you have confirmation of receipt from Mr. Reed. Formal responses to questions and any required project addendum will be provided to all contractors by **Wednesday, July 23, 2025 by COB.**

8. Contractors are asked to make all efforts to meet the Minority Business Requirements specified in the City Ordinance and Federal Regulations.
    a. See City Ordinance 14-034-2018 and federal regulation 2 CFR 200.321.
    b. Prime contractors must have clear, written documentation (e.g. time-stamped email) of attempts to solicit Small Business Development (SBE) subcontractors to team with them on this project, whether they accept or decline the offer to participate. This includes prime contractors with DBE status.
    c. A City of Mobile Subcontracting Plan must be submitted with the bid documents to be deemed a responsive bid. See form starting on page 75.
    d. For SBE goals and information, please contact:

        Archnique Kidd, Small Business Development Manager
        email: archnique.kidd@cityofmobile.org
        phone: (251) 208-7967

9. This project has multiple federal grant sources through the Federal Council (RESTORE Spill Impact Component Bucket 3), Mobile Metropolitan Organization, and Alabama Department of Transportation. Please review the contract details carefully that have the award conditions for this project inside the contract.

10. The Federal Funding and Accountability Act requires all applicants seeking federal subgrants and/or subcontracts to have a UEI number. See 2 CFR Part 25.300. An active SAM.gov registration is also required for all contractors and subcontractors. **Both UEI and proof of SAM.gov registration for contractor and subcontractors is required at time of bid opening for your bid to be deemed responsive.** Please see form on Page 453.
    a. We strongly suggest that any unregistered subcontractor apply for SAM.gov registration immediately to avoid issues with your bid package.
    b. Subcontractors listed on the subcontracting and major supplier plan (page 77) must match those listed on the UEI and SAM.gov form (page 453).

11. All prime contractors must be able to obtain a City of Mobile business license prior to the contract being executed.

BID OVERVIEW

12. There is a contract time end date of August 31, 2027.
13. Failure to complete the project in the allotted time will result in the assessment of liquidated damages as provided for in section 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all the latest additions and modifications of the Engineering Department of the City of Mobile.
14. Permits - ADEM (obtained)
15. Dr. Martin Luther King Jr Ave is a National Register of Historic Places designation for a historic commercial district. Work is only permitted in the Right of Way, per review and approval from the Historic Commission (obtained).
16. Certified Payroll for contractor and subcontractors will be required. Documentation of payment (e.g. invoices, load tickets, etc.) to subcontractors must be provided with each estimate.

WORK

17. Construction activity and material deliveries will be limited on certain streets. All working hours, closures, etc., will be coordinated with the City. Any changes may be requested by the awarded contractor for City review.
18. Contractor will be responsible for conduct and decorum of their employees and subcontractors at all times. This includes required high-vis safety shirts, no profanity or objectionable behavior, and minimal disruption to neighborhood residents in the form

of traffic along public streets.

19. Please see requirements for waste and debris in the construction area in contract documents under Item VIII, No. 27, City Special Provisions.
20. Contractor and engineer will document, with preconstruction video, the condition of existing public streets leading to or associated with this project.
21. No offsite or on-street parking or staging is allowed.

UTILITIES

22. This is a cooperative project between MAWSS and the City of Mobile. It is the contractor's responsibility to manage the project and their subcontractors as one project.
23. Overhead utilities are being moved by individual companies prior to construction
24. The COM and Spire Gas will work with the Contractor to coordinate any discovered issues that need to be addressed during the construction phasing. At this time, any known conflicts have been resolved.
25. The contractor will be responsible for furnishing, at his own expense, all necessary potable water, electrical power, and sanitary facilities. Metered connections to MAWSS water utilities may be available upon request.
26. Access to the existing MAWSS water and sewer utilities shall be maintained at all times without obstruction.
27. All existing utilities shall be protected at all times.

BRIEF CONSTRUCTION NARRATIVE

Improvements to Dr. Martin Luther King Ave will begin Northwest of Butchers Lane and will end at Beauregard Street. Improvements include:

- Water line, Inlet, sidewalks and curb replacements
- Paving, striping, signals and lighting
- Fencing along bridge and guardrail
- Project end connections to Greenway Trail and Broad St
- Existing tree protection
- Bid alternate
- Construction scheduling shall be paramount on this project to minimize disruption to the public, residents and businesses along the work zone. (Mardi Gras)

END OF PRE-BID MEETING AGENDA
QUESTIONS

CITY OF MOBILE

TIGER 2016 Project Phase Four- Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St

Project No. 2023-2045-01

ADDENDUM #2

This addendum includes the following: (1) revised contract language, (2) revised PROPOSAL form (Attachment "A"), (3) responses to remaining questions and (4) updated plan sheets (Attachment "C"). This addendum consists of a total of 93 pages, including the cover page.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on July 30, 2025.

Acknowledgement: I hereby acknowledge receipt of Addendum 2. I understand that failure **to confirm the receipt of addenda may be cause for rejection of this submittal.**

McElhenney Construction Company, LLC

Company

Authorized Signature

7/30/2025

Date

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace the entire ITEM III PROPOSAL (pages 14-24) and insert revised PROPOSAL as provided in Attachment "A."

2. Add this language in ITEM X SUPPLEMENTAL SPECIFICATIONS, 13 SECTION 645 SANITARY SEWERS:

   Section 645.05 – Basis of Payment
   645.05(a) Unit Price Coverage
   4. Stacks and Laterals
   The following shall be added to this paragraph:
   "This shall include all items necessary for complete installation, including tee/wyes"

3. Add order reference for signal poles in Attachment "B."
4. Add updated plan sheets and summary of changes in Attachment "C."

MLK Pre-Bid Questions

1. Will the poles be required to match the Union Metal poles shown on layout sheet No. 2-I?

    - No, the pole manufacturer can be an alternate, but the pole's design should match the adjacent Broad Street Projects Pole design (see attachment with bid sheet from previous project with manufacturer and pole #).
    - Sheet 2I is for informational purposes only and sheet 2J is only for details of signal and unit mounting.

2. Are we allowed to submit an alternate radar detection system in place of the ITERIS VANTAGE VECTOR/NEXT SYSTEM listed in the traffic signal plan notes? We would like to propose using the Econolite EVO Radar Detection System for Pay Items 730U400–730U403.

    - No

3. The plans show two different types of traffic poles, one being decorative and the other round, tapered. The deco reference does not have a 12 ft lump arm, but the straight standard does. I also don't see any Mobile, AL curved mast arms in our history. Please clarify.

    - Please reference comments above. The poles should be uniform with each other along the project and match the design of the adjacent intersections along Broad Street.

4. If there is no CCTV required, how will anyone know if the existing mains are compromised in particular locations. I would suggest this be brought up at the pre-construction meeting. If CCTV work is considered, I would suggest it be one of the first tasks performed. In either case, CCTV or no CCTV, there is "the elephant in the room" of finding roots the size of baseball bats that cannot be cut out without concern of damaging the RCP line. Root cutting is a specialized item normally charged by the hour as there is no historical way to price by the foot. If required to be by the foot, the Per foot cost will be substantially higher due to the unknown amount of time to cut the roots out. Line Items should be added for: 1. CCTV work to coincide with the cleaning quantity AND 2. Root cutting on a per hours basis with an estimated quantity of 150 hours AND 3. Point Repair of 24" or < for RCP.

    - Pay item for existing pipe video will be set up (530F-000).
    - Video prior to acceptance will not be required. This only applies to newly laid pipe.
    - The City shall be notified of any issues encountered to determine resolution

- Pay item for work of similar nature will be set up to accomplish tasks related to bid items as directed by the Engineer.

5. The part numbers for the city supplied pole appear to require a foundation and anchor bolts; however, the plans state they are direct buried. Please advise.

   Based on the response to the above and after a review in the field, the size of the foundations (if that is the route to proceed) need to be seriously reviewed. ALDOT's standard 24" X 7' foundation for these 11' poles is way overkill. I would suggest an 18" X 4' foundation like we used on the North McGregor project for the city. This was on McGregor from Old Shell to roundabout at Museum Dr. this comment comes from the space, or lack thereof, due to the sidewalks and existing retaining walls throughout the project. You may also consider an equivalent square foundation to better fit in some of these spaces.

   - See direct buried pole detail on sheet 239.

6. **The LCCs are shown as the standard ALDOT detail, basically. This project ties to Broad** Street where the LCCs were increased in size to also include a RCC side to account for **the receptacles. Does this need to be considered for this project as well?**
   a. If so, the conductor needs to be adjusted to account for this as well

   - No, the ALDOT detail will suffice.

7. For the **bid alt, there are 41 pull boxes in 6,000 FT. This averages out to 1 box every 146 FT. Understanding the intent is to connect signals at some point, there is a lot of extra in this project. I will be happy to install them, but this will almost double** the fiber quantities required when installed and the labor will be extremely high due to the extra **boxes. Just trying to stretch the City's dollars.**

   - The awarded contractor can submit a VE proposal for the conduit, fiber and pull box design and layout for City review.

8. Note 1 calls for a Directional Bar Tile as well as the ADA Mat but the standard detail only shows the ADA Mat. What is it and where does it go?

   - Reference to Directional Bar Tile to be removed.

9. Note 7 says Pay item 621E Manhole Type Special set up to include New Manhole Frame and Cover per Std Dwg MH-621-2, "Any Required Adjustment of existing manhole is subsidiary to 621E" How can I quantify this when there could be adjustments to 100 manholes on this project?

subsidiary to 621E" How can I quantify this when there could be adjustments to 100 manholes on this project?

- Adjustments referring to the required connection of the new manhole top to the existing manhole structure and the necessary raising or lowering of the new manhole top to the resurfaced roadway elevation. There are 11 quantified for drainage manholes as referenced on the plan sheets.

ATTACHMENT "A"

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420		
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693		
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233		
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048		
206D011	REMOVING FENCE	LINEAR FOOT	466		
206E001	REMOVING INLETS	EACH	59		
206E003	REMOVING MANHOLES	EACH	1		
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7		
209A000	MAILBOX RESET, SINGLE	EACH	14		
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860		
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5		
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0)	CUBIC YARD	1000		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809		
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186		
405A000	TACK COAT	GALLON	1677		
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188		
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510		
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500		
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460		
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	LINEAR FOOT	11393		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
534C000	CLEANING EXISTING MANHOLE	EACH	11		
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318		
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075		
600A000	MOBILIZATION	LUMP SUM	1		
602C000	PERMANENT EASEMENT MARKER	EACH	5		
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100		
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180		
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658		
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733		
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623		
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640		
618D000	CURB RAMP	SQUARE YARD	328		
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5		
621C001	INLETS, TYPE B	EACH	2		
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1		
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5		
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1		
621C030	INLETS, TYPE "SPECIAL"	EACH	49		
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2		
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1		
621E000	MANHOLES, TYPE SPECIAL	EACH	11		
623A000	CONCRETE GUTTER	LINEAR FOOT	2024		
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728		
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320		
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3		
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4		
637A000	FENCE RESET	LINEAR FOOT	248		
650A000	TOPSOIL	CUBIC YARD	376		
652A100	SEEDING	ACRE	1		
652C000	MOWING	ACRE	2		
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387		
656A010	MULCHING	ACRE	1		
665A000	TEMPORARY SEEDING	ACRE	4		
665B001	TEMPORARY MULCHING	TON	12		
665E000	POLYETHYLENE	SQUARE YARD	3000		
665G000	SAND BAGS	EACH	100		
665J002	SILT FENCE	LINEAR FOOT	3100		
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50		
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100		
665Q002	WATTLE	LINEAR FOOT	4508		
666A001	PEST CONTROL TREATMENT	ACRE	2		
680A001	GEOMETRIC CONTROLS	LUMP SUM	1		
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7		
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3		
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10		
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200		
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404		
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468		
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200		
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	940		
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	470		
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936		
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21		
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67		
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936		
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788		
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17		
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146		
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39		
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145		
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCEN	SQUARE FOOT	39		
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270		
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR	LINEAR FOOT	448		
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1		
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1		
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1		
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST	LUMP SUM	1		
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14		
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1		
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2		
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2		
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5		
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1		
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1		
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2		
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10		
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6		
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	242		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1286		
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13		
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2		
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30		
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	10		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	10		
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4		
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4		
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564		
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20		
740D000	CHANNELIZING DRUMS	EACH	250		
740E000	CONES (36 INCHES HIGH)	EACH	50		
740F002	BARRICADES, TYPE III	EACH	8		
740I002	WARNING LIGHTS, TYPE B	EACH	4		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2		
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2		
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8		
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500		
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230		
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500		
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700		
750I015	LIGHTING CONTROL CENTER	EACH	4		
750Z220	ROADWAY LIGHTING	LUMP SUM	1		
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275		
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386		
SP-001	PROJECT SIGN	EACH	1		
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156		
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918		
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480		
SP-005	WORK OF SIMILAR NATURE	LUMP SUM	1		
SUBTOTAL ROADWAY					
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100		
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150		
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735		
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1094		
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150		
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	213		
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66		
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32		
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4339		
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700		
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1020		
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	774		
641C500	DUCTILE IRON FITTINGS	POUND	13787		
641D500	FIRE HYDRANT	EACH	13		
641J516	6 INCH GATE VALVE WITH BOX	EACH	61		
641J518	8 INCH GATE VALVE WITH BOX	EACH	4		
641J522	12 INCH GATE VALVE WITH BOX	EACH	5		
641J526	16 INCH GATE VALVE WITH BOX	EACH	4		
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56		
641M510	4 INCH RETAINER GLAND	EACH	3		
641M512	6 INCH RETAINER GLAND	EACH	414		
641M514	8 INCH RETAINER GLAND	EACH	41		
641M518	12 INCH RETAINER GLAND	EACH	50		
641M522	16 INCH RETAINER GLAND	EACH	74		
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	8		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N560	16 INCH X 6 INCH ANCHOR TEE	EACH	1		
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641P520	1 INCH SERVICE TAP	EACH	43		
641P530	2 INCH SERVICE TAP	EACH	1		
641R515	1 INCH WATER METER AND BOX RESET	EACH	42		
641S500	VALVE BOX RESET	EACH	10		
641W504	4" INSERTION VALVE	EACH	1		
641W506	6" INSERTION VALVE	EACH	16		
641W508	8" INSERTION VALVE	EACH	2		
641W516	16" INSERTION VALVE	EACH	1		
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6		
645E524	6 INCH P.V.C. STACKS AND LATERALS	LINEAR FOOT	300		
645K500	MANHOLE FRAME AND COVER RESET	EACH	30		
649A560	24" STEEL ENCASEMENT-TYPE 1	LINEAR FOOT	20		
SUBTOTAL MAWSS WATER MAIN RELOCATION					
BASE BID GRAND TOTAL					

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BID ALTERNATE UNIT PRICE BID SCHEDULE					
730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136		
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625		
BID ALTERNATE GRAND TOTAL					

ATTACHMENT "B"

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2020 Page: 1 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20005394-00

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
SOUTHERN LIGHTING & TRAFFIC SYSTEMS
113 INDUSTRIAL PARK DRIVE
CUMMING, GA 30040

SHIP TO
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
205-999-1950		MICHAEL SPAFFORD	MARYBETH BERGIN - TRAFFIC ENGINEERING

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/31/2020	278464			TRAFFIC ENGINEERING

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	TIGER PH 1-2 TRAFFIC SIGNAL POLES				
1	Metal 17' Traffic Signal Pole with 1-35' Mast Arm Assembly, MILLERBERND SMAP-35-AB-GP-DECO	1.0	EACH	$9,081.00	$9,081.00
2	Metal 30' Traffic Signal Pole with 1-35' Mast Arm Assembly, MILLERBERND CSMAP-35-8-AB-GP-DECO	3.0	EACH	$11,024.00	$33,072.00
3	Metal 30' Traffic Signal Pole with 1-40' Mast Arm Assembly, MILLERBERND CSMAP-40-8-AB-GP-DECO	2.0	EACH	$11,459.00	$22,918.00
4	Metal 30' Traffic Signal Pole with 1-45' Mast Arm Assembly, MILLERBERND CSMAP-45-8-AB-GP-DECO	2.0	EACH	$11,907.00	$23,814.00
5	Metal 30' Traffic Signal Pole with 1-50' Mast Arm Assembly, MILLERBERND CSMAP-50-8-AB-GP-DECO	1.0	EACH	$12,158.00	$12,158.00
6	Metal 30' Traffic Signal Pole with 1-55' Mast Arm Assembly, MILLERBERND CSMAP-55-8-AB-GP-DECO	3.0	EACH	$14,682.00	$44,046.00
7	Metal 30' Traffic Signal Pole with 1-60' Mast Arm Assembly, MILLERBERND CSMAP-60-8-AB-GP-DECO	4.0	EACH	$15,256.00	$61,024.00
8	Metal 30' Traffic Signal Pole with 1-65' Mast Arm Assembly, MILLERBERND CSMAP-65-8-AB-GP-DECO	1.0	EACH	$16,262.00	$16,262.00
9	Metal 30' Traffic Signal Pole with 1-40' and 1-35' Mast Arm Assembly, MILLERBERND CDMAP-40-35-8-AB-GP-DECO	1.0	EACH	$14,447.00	$14,447.00
10	Metal 30' Traffic Signal Pole with 1-45' and 1-30' Mast Arm Assembly, MILLERBERND CDMAP-40-30-8-AB-GP-DECO	1.0	EACH	$16,573.00	$16,573.00
11	Metal 30' Traffic Signal Pole with 1-35' and 1-65' Mast Arm Assembly, MILLERBERND CDMAP-35-65-8-AB-GP-DECO	1.0	EACH	$19,342.00	$19,342.00
12	Metal 30' Traffic Signal Pole with 1-25' and 1-50' Mast Arm	1.0	EACH	$16,037.00	$16,037.00

CONTINUED ON NEXT PAGE

By: _____
Purchasing Agent

VENDOR COPY

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2020 Page: 2 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20005394-00**

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
SOUTHERN LIGHTING & TRAFFIC SYSTEMS
113 INDUSTRIAL PARK DRIVE
CUMMING, GA 30040

SHIP TO
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
205-999-1950		MICHAEL SPAFFORD	MARYBETH BERGIN - TRAFFIC ENGINEERING

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/31/2020	278464			TRAFFIC ENGINEERING

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Assembly, MILLERBERND CDMAP-25-50-8-AB-GP-DECO				
13	Metal 30' Traffic Signal Pole with 1-45' and 1-55' Mast Arm Assembly, MILLERBERND CDMAP-45-55-8-AB-GP-DECO	1.0	EACH	$20,412.00	$20,412.00
14	Metal 30' Traffic Signal Pole with 1-55' and 1-55' Mast Arm Assembly, MILLERBERND CDMAP-55-55-8-AB-GP-DECO	1.0	EACH	$20,333.00	$20,333.00
15	Metal 30' Traffic Signal Pole, MILLERBERND CP-8-AB-GP-DECO	11.0	EACH	$4,340.00	$47,740.00
16	POLE, MILLERBERND, Pedestrian 8' Pedestal	19.0	EACH	$1,496.00	$28,424.00
17	POLE, MILLERBERND, School Flasher 14' Ped AS PER MY BID # 5357 AND YOUR QUOTE	2.0	EACH	$1,911.00	$3,822.00

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$409,505.00**

ATTACHMENT "C"

SUMMARY OF PLAN SHEET CHANGES

- **SHEET 1D**
  - Index No 75026 added.
- **SHEET 2F**
  - Reference to stone-thermo-set marking detail including locations at Cedar Ave and Live Oak St removed.
- **SHEET 2-O**
  - **Reference to directional bar tile in Note 19 removed.**
  - **Adjustments in Note 37 clarified to read "Required connection of the new manhole frame and over to the existing manhole structure and necessary raising** or lowering of the new manhole frame and cover to the resurfaced roadway **elevation shall be subsidiary** to 621E."
  - Note 41 added "Pay Item SP-005 WORK OF SIMILAR NATURE set up to cover work similar to bid items as directed by the engineer."
- **SHEET 3-3Q**

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	REVISED QUANTITY
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	L.F.	-	11,393
641A514	1" COPPER SERVICE LINE LAID	L.F.	1,141	1,094
641A682	6" DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	L.F.	176	213
641A746	6" PVC WATER MAIN LAID	L.F.	4,352	4,339
641A752	12" PVC WATER MAIN LAID	L.F.	1,015	1,020
641A756	16" PVC WATER MAIN LAID	L.F.	967	774
641C500	DUCTILE IRON FITTINGS	LBS.	13,757	13,787
641D500	FIRE HYDRANT	EA.	10	13
641J516	6" GATE VALVE WITH BOX	EA.	51	61
641J518	8" GATE VALVE WITH BOX	EA.	2	4
641M510	4" RETAINER GLAND	EA.	2	3
641M512	6" RETAINER GLAND	EA.	388	414
641M518	12" RETAINER GLAND	EA.	48	50
641N510	6 INCH X 6 INCH ANCHOR TEE	EA.	6	8
641N560	16 INCH X 6 INCH ANCHOR TEE	EA.	-	1
641P520	1" SERVICE TAP	EA.	44	43
641R515	WATER METER RESET	EA.	43	42

641S500	VALVE BOX RESET	EA.	9	10
645E524	6 INCH P.V.C. STACKS AND LATERALS	L.F.	-	300
649A560	24" STEEL ENCASEMENT-TYPE 1	L.F.	-	20
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	L.F.	-	940
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	L.F.	-	470
730L003	1", NON-METALLIC CONDUIT	L.F.	232	242
730L005	2", NON-METALLIC CONDUIT	L.F.	1,281	1,286
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EA.	11	10
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EA.	11	10
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	L.S.	-	1
SP-005	WORK OF SIMILAR NATURE	L.S.	-	1

- **SHEET 50-63**
  - **Existing No Parking Signs disposition changed from REMOVE to RETAIN.**
- **SHEET 99**
  - P2 moved to the west and P4 added.
- **SHEET 401**
  - Callouts WM-02 and WM-03 – **Revised 6" retainer gland quantities**
- **SHEET 401A**
  - Callout WM-05 – **Modified leader arrows**
- **SHEET 404**
  - Callout WM-11 – **Added additional 6" gate valve, changed 8"x6" tee to 6"x6" tee, and revised retainer gland quantities**
- **SHEET 405**
  - Callout WM-26 – **Added 1 6" 11.25° fitting and revised retainer gland quantities**
- **SHEET 406**
  - Callout WM-42 – **Revised retainer gland quantity**
  - Callout WM-42 to WM-43 – Revised pipe length
  - Callout WM-43 to WM-44 – **Revised pipe length quantity**
  - Callout WM-43 to WM-46 – Removed service tap, meter box reset and copper service line.
  - Added the following as Callout **WM-42B**
    - 1 – Fire Hydrant
    - 1 – 6"X6" DI Anchor Tee
    - 1 – 6" Gate Valve W/ Box
    - 15 LF – 6" DI RJ WM
    - 5 – 6" DI Retainer Glands
- **SHEET 406A**

- Callouts WM-37 and WM-39 – **Modified leader arrows**
- Added symbology and Callout **WM-42B to profile**

- **SHEET 407**
  - Callout WM-47 to WM-49 – **Revised pipe length quantity**
  - Callout WM-49 - **Revised retainer gland quantity**
  - Callout WM-49 to WM-50 – **Revised pipe length quantity**
  - Callout WM-50 – Revised copper service line length
  - Callout WM-54 – **Revised retainer gland quantity**
- **SHEET 408**
  - Callout WM-53 to WM-55 – **Revised pipe length quantity**
  - Callout WM-55 to WM-56 – **Revised pipe length quantity**
- **SHEET 409**
  - Callout WM-63 – **Revised 45° fittings and retainer gland quantities**
  - Callout WM-74A – **Revised 45° fittings and retainer gland quantities**
- **SHEET 410**
  - Callout WM-76 – **Revised retainer gland quantity**
  - Renumbered WM-79 to read WM-78A
  - Renumbered WM-78A to read WM-79
  - Callout WM-80 to WM-81 – **Revised pipe length quantity**
  - Callout WM-83 – **Revised retainer gland quantity**
- **SHEET 411**
  - Callout WM-86 – **Removed 45° fittings and retainer glands quantities**
  - Callout WM-92 – **Revised retainer gland quantity**
  - Added the following as Callout **WM-90B**
    - 1 – Fire Hydrant
    - 1 – 16"X6" DI Anchor Tee
    - 1 – 6" Gate Valve W/ Box
    - 15 LF – 6" DI RJ WM
    - 2 – 16" DI Retainer Glands
    - 3 – 6" DI Retainer Glands
- **SHEET 411A**
  - Added symbology and Callout **WM-90B to profile**
- **SHEET 412**
  - Callout WM-93 and WM-96 – **Modified leader arrows**
  - Callout WM-94 – **Revised pipe length and retainer gland quantities**
  - Callout WM-94A – **Revised 45° fittings and retainer gland quantities**
  - Callout WM-95 to WM-96 – **Revised pipe length quantity**
  - Callout WM-96 – **Revised 45° fittings and retainer gland quantities**
  - Added "To be abandoned" to "Ex. 16" CI WM" text below callout WM-98
- **SHEET 412A**
  - Callouts WM-93 and WM-94 – **Modified leader arrows**
- **SHEET 412B**
  - Callouts WM-95 and WM-96 – **Modified leader arrows**

- **SHEET 413**
  - Callout WM-100 – **Revised 6" retainer gland quantity**
  - Callout WM-102 – **Revised 45° fitting and retainer gland quantities**
  - **Modified description Callout WM-101** to include the following:
    - 1 – Fire Hydrant
    - 1 – 6"X6" DI Anchor Tee
    - 1 – 6" Gate Valve W/ Box
    - 10 LF – 6" DI RJ WM
    - 5 – 6" DI Retainer Glands
- **SHEET 414**
  - Callout WM-103 – **Modified 12"x3" tee to 12"x4" tee and revised copper service** line length
  - Callout WM-103 to WM-104 – **Revised pipe length quantity**
  - Callout WM-104 – **Revised 6" retainer gland quantity**
  - Callout WM-105 to WM-107 – Added 20 LF of 24" steel encasement
  - Callout WM-105 – **Modified leader arrows**
  - **Added additional valve box reset near Callout SS-30**
- **SHEET 414A**
  - Callout WM-105 – Added callout for 24" steel encasement
- **SHEET 420-433**
  - **Notes consolidated and clarified to be for all Bid Alternate** – Conduit for Future Use Sheets
- **SHEET 435**
  - Note 5 added: Refer to ALDOT Special Drawing RLD-001, Index No 75026 for **connection from bridge mounted conduit to ground mounted junction box.**

STANDARD AND SPECIAL DRAWINGS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	1D

PROJECT NO. 2023-2045-01
TIGER-FAUP-4917(250)
MOBILE COUNTY

THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENTS) DATED 2025 WHICH APPLY TO THIS PROJECT.

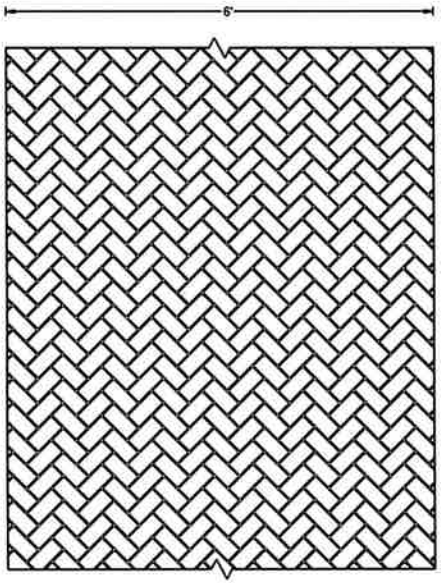
INDEX NO	STD-DWG NO		DESCRIPTION
73006	T.S.D.-730-2B	(SHEET 3 OF 3)	METAL TRAFFIC SIGNAL POLE AND LIGHTING INSTALLATION DETAILS
73009	T.S.D.-730-4		TRAFFIC SIGNAL POLE FOUNDATION
73018	T.S.D.-730-8		INTERSECTION AND ADVANCED SCHOOL WARNING FLASHER DETAIL
73021	T.S.D.-730-9		PEDESTRIAN SIGNAL INSTALLATION
73024	T.S.D.-730-9A		PEDESTAL POLE FOUNDATION AND BASES
73027	T.S.D.-730-10		BASE AND POLE MOUNTED CONTROLLER CABINET INSTALLATIONS
73033	T.S.D.-730-12		VIDEO DETECTION SYSTEM INSTALLATION
73036	T.S.D.-730-13		JUNCTION BOX INSTALLATION
73039	T.S.D.-730-14		TYPE 1 AND TYPE 5 ENCASEMENT DETAILS
73048	T.S.D.-730-17		RADAR DETECTION SYSTEM DETAILS
73057	TSOP NO. 13 & NO. 18		TRAFFIC SIGNAL OPERATING PLAN
73069	TSOP NO. 25		TRAFFIC SIGNAL OPERATING PLAN
74001	B-107-2		PERFORATED SQUARE STEEL TUBING (PSST) BARRICADES TYPE I, TYPE II, AND TYPE III & VERTICAL PANELS TYPE I AND TYPE II
74004	LCS-107		DETAILS SHOWING REQUIREMENTS FOR LIGHTING CONSTRUCTION SIGNS
74007	TCD-100		DETAILS OF TRAFFIC CHANNELIZATION DEVICES
74201	PCMS-710	(SHEET 1 OF 3)	DETAILS OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)
74202	PCMS-710	(SHEET 2 OF 3)	DETAILS OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)
74203	PCMS-710	(SHEET 3 OF 3)	DETAILS OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)
75026	RLD-001		DETAILS SHOWING CONDUIT RUNS ON CONCRETE STRUCTURES AND LUMINAIRE UNDER BRIDGE MOUNT DETAILS
75029	RLD-002	(SHEET 1 OF 2)	LIGHTING CONTROL CENTER
75030	RLD-003	(SHEET 2 OF 2)	LIGHTING CONTROL CENTER
75039	RLD-006		ELECTRICAL JUNCTION BOX TYPE 1 AND TYPE 2 DETAILS
75045	RLD-008		DETAILS SHOWING INSTALLATION OF ELECTRICAL CONDUIT UNDER ROADWAYS AND RAMPS TYPE 1 AND TYPE 5
75054	RLD-011		OVERHEAD POWER SERVICE TO LIGHTING CONTROL CENTER

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STANDARD AND SPECIAL DRAWINGS	DR. MLK JR AVENUE

User Id: katelyn.fincorn 23-JUL-2025 15:36 Plot Scale=1.000000 x 1.000000 MACHINE DEPENDENT Project:#001014 - Broad Street Phase IV(Project Design)(Plan Assembly)(001_10_01_PLAN.dgn)

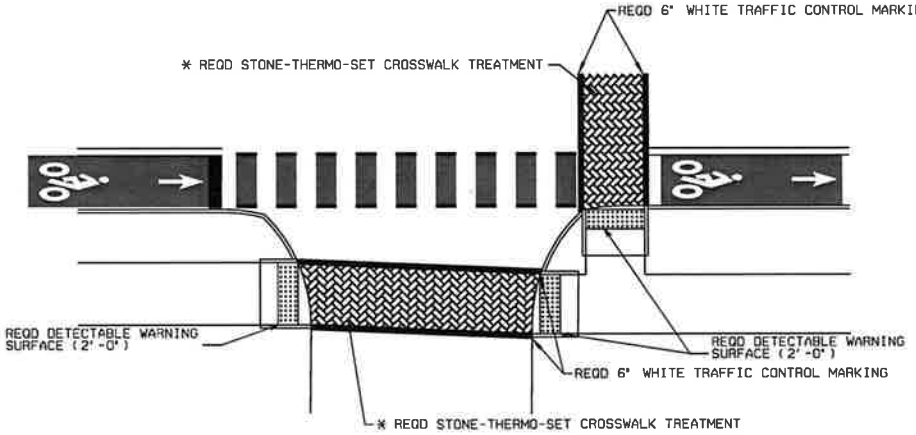
PROJECT DETAILS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4517(280)	2025	2F



STONE-THERMO-SET CROSSWALK TREATMENT
NTS

PATTERNED PAVEMENT CROSSWALK MATERIAL SHALL BE DIAGONAL HERRINGBONE PATTERN AND BRICK RED COLOR

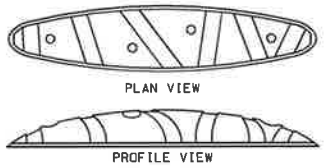


LOCATIONS

BIZZEL AVE
LAFAYETTE ST
PEACH ST
N ANN ST
KENNEDY ST
DR EB GOODE DR

STONE-THERMO-SET MARKING DETAIL

* NOTE:
STONE-THERMO-SET CROSSWALK TREATMENT
SHOULD BE PAID FOR AS SP-002.



CYCLE LANE SEPARATOR, ZEBRA

NOTE:

1. DIMENSIONS SHALL BE 6.46W x 3.54H x 30.5L INCHES.
2. COLOR TO BE ZEBRA, WHITE ON BLACK.
3. SEPARATOR SHALL INCLUDE FOUR ANCHORAGE POINTS IN THE ROAD SURFACE.
4. SPACING TO BE 8' O.C. THROUGH REQUIRED AREAS, WITH 35' APPROACHING INTERSECTION TO BE 4' O.C.
5. SEPARATOR TO BE ZICLA ZEBRA ZERO CYCLE LANE SEPARATOR OR APPROVED EQUAL.
6. CYCLE LANE SEPARATOR SHALL BE PAID FOR AS SP-004.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			PROJECT DETAILS	DR. MLK JR AVENUE

PROJECT NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	2-0

GENERAL NOTES

1. OMITTED

2. THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE FOLLOWING:
STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. 2022 EDITION.

3. OMITTED

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

5. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREA PROVIDED AND COMPLY WITH THE REQUIREMENTS OF THE SAFETY AND HEALTH REGULATION (OSHA) FOR CONSTRUCTION PROJECTS OF THIS TYPE. ANY SAFETY MEASURES OR METHODS OF CONSTRUCTION THAT ARE NECESSARY IN THE CONSTRUCTION OF THIS PROJECT TO COMPLY WITH THESE REGULATIONS IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE PROVIDED WITH ALL COSTS TO BE INCLUDED IN THE VARIOUS PAY ITEMS OF THE CONTRACT (NO DIRECT PAYMENT).

6. PROJECT LIMITS SHALL BE KEPT CLEAN OF TRASH, GARBAGE, AND CONSTRUCTION DEBRIS AT ALL TIMES. CONTRACTOR MUST PROVIDE ON SITE TRASH CANS AND/OR A DUMPSTER FOR ANY TRASH AND GARBAGE GENERATED BY THE CONSTRUCTION TEAM (E.G. BOTTLES, CANS, TAKEAWAY CONTAINERS, ETC.), AND REGULARLY EMPTIED TO PREVENT OVERFLOW. IF GOOD HOUSEKEEPING PRACTICES ARE DEEMED UNACCEPTABLE, THE ENGINEER RESERVES THE RIGHT TO CEASE ALL CONSTRUCTION ACTIVITIES UNTIL THE SITE HAS BEEN DEEMED ACCEPTABLE. CONTRACTOR'S MONTHLY ESTIMATES WILL NOT BE PROCESSED FOR PAYMENT UNTIL THE ENGINEER DEEMS THAT THE ENTIRE PROJECT LIMITS ARE FREE OF TRASH, GARBAGE, AND CONTRUCTION DEBRIS.

7. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER (JENNIFER WHITE, 251-208-2960) AT LEAST THREE (3) DAYS IN ADVANCE OF ANY PROPOSED CONSTRUCTION THAT WILL AFFECT TRAFFIC ON ANY STREET. ALL WARNING SIGNS, BARRICADES, AND OTHER REQUIRED TRAFFIC CONTROL CALMING DEVICES WILL BE REVIEWED PRIOR TO LETTING. THE CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY (IN THE OPINION OF THE ENGINEER). THE CONTRACTOR SHALL PROVIDE A QUALIFIED FLAGGER TO DIRECT TRAFFIC.

8. SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING THE CONTRACTOR'S WORK OPERATIONS, THE CONTRACTOR SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORAGE AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL REQUIRED PERMITS ASSOCIATED WITH THESE AREAS.

9. ANY EXISTING CULVERT OR PIPE OR MANHOLE WITHIN THE CONSTRUCTION LIMITS TO REMAIN SHALL BE CLEARED OF ANY FILL OR DEBRIS. TO THE EXISTING FLOW LINE. THE COST FOR THIS WORK SHALL BE INCLUDED IN ITEMS 534C AND 534E.

10. ANY EXISTING PRIVATE PROPERTY TO RETAIN AND NOT PREVIOUSLY DAMAGED (FENCES, WALLS, BRICK COLUMNS, BRICK MAILBOXES, BUILDING FEATURES, ETC) DAMAGED BY THE CONTRACTOR SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

11. PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES, LOCATION AND VALVE REFERENCES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.

12. LA ABRASION INFORMATION IS NOT AVAILABLE.

13. ANY INCIDENTAL MATERIALS REQUIRED DURING THE INLET REMOVAL AND REPLACEMENT, E.G. PIPE REMOVAL, REQUIRED PIPE, CONNECTION GROUT, JOINT WRAP ETC. SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED INLET, PAY ITEM 621C.

14. RIGHT-OF-WAY AND ENVIRONMENTAL CLEARED LIMITS ARE CONGRUENT THROUGHOUT THE PROJECT UNLESS OTHERWISE SHOWN ON THE PLANS.

15. ALL PLANING NECESSARY FOR TIE-INS AND TURNOUTS SHALL BE SUBSIDIARY OF PAY ITEM 424A-361.

16. ALL PERMANENT AND/OR TEMPORARY STRIPING PLACED ON A FINAL WEARING SURFACE THAT DOES NOT MEET THE TOLERANCES SPECIFIED SHALL BE REMOVED BY HYDRAULIC MEANS ONLY AND REPLACED WITHOUT COMPENSATION. THIS INCLUDES AREAS WHERE THE PERMANENT STRIPING DOES NOT MATCH THE ALIGNMENT, SPACING, ETC. OF THE TEMPORARY STRIPE, LEAVING THE TEMPORARY STRIPE EXPOSED.

17. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS OR DEFICIENCIES IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.

18. CONTRACTOR SHALL USE PREMOLDED BITUMINOUS FILLER BETWEEN CONSTRUCTED SIDEWALK AND EXISTING WALL OR BUILDING.

19. FOR SIDEWALK RAMP LOCATIONS, THE REQUIRED PRE-FABRICATED TRUNCATED DOME MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING TACTILE PAVER PANELS (SURE DOME OR APPROVED EQUAL) IN FRESH CONCRETE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. TRUNCATED DOME SHALL BE FEDERAL RED IN COLOR. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A.

20. CONTRACTOR SHALL USE 6" THICK CONCRETE FOR SIDEWALK AT DRIVEWAY CROSSINGS.

21. ANY BUSHES AND/OR TREES TO BE REMOVED NOT SHOWN ON THE PLANS SHALL BE INCLUDED IN THE ITEM 210A. AFTER REMOVAL OF BUSHES AND/OR TREES, CONTRACTOR SHALL GIVE THE OWNER THE OPTION TO RETAIN OR DISCARD THESE BUSHES/AND OR TREES.

22. CONSTRUCTED SIDEWALK TO BE FIELD ADJUSTED AS NECESSARY BY THE ENGINEERS REPRESENTATIVE IN FIELD. SEE PROJECT DETAILS FOR SIDEWALK ADJUSTMENT DETAILS. CONSTRUCTED SIDEWALK CROSS SLOPE TO NOT EXCEED 2% MAX SLOPE EITHER DIRECTION.THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND SHALL ENSURE ALL WORK PERFORMED IS ADA COMPLIANT.

23. 500 TONS OF PAY ITEM 424B-658, IS SET UP FOR LEVELING AND 500 TONS OF PAY ITEM 424B-654, IS SET UP FOR PATCHING. TO BE USED AS DIRECTED BY THE ENGINEER.

24. ALL EXISTING SIGNS REMOVED OR REPLACED ARE THE PROPERTY OF THE CITY OF MOBILE AND SHALL BE DELIVERED FOR RECYCLING TO THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST. AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960.

25. ALL EXISTING SIGNS TO BE RETAINED CAN BE STORED AT THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST. AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960. CONTRACTOR IS RESPONSIBLE FOR REINSTALLATION AT THE COMPLETION OF THE PROJECT.

26. POSITIVE DRAINAGE SHALL BE MAINTAINED DURING CONSTRUCTION. ALL TEMPORARY PIPE PLUGS, TEMPORARY COLLARS, AND OTHER MATERIALS REQUIRED TO FACILITATE CONSTRUCTION OF THE DRAINAGE SYSTEM SHALL BE A SUBSIDIARY OBLIGATION OF REQUIRED INLET, PAY ITEM 621C.

27. REQUIRED SAW CUTTING OF THE FULL DEPTH CONCRETE AND ASPHALT PAVEMENT FOR CURB REMOVAL AND REPLACEMENT SHALL BE A SUBSIDIARY OBLIGATION OF 206D03.

28. CONTRACTOR TO USE CAUTION AND MAINTAIN INTEGRITY OF WALL WHEN WORKING NEAR ANY EXISTING RETAINING WALLS DURING ALL PHASES OF CONSTRUCTION.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL/COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. THERE WILL BE NO ADDITIONAL COMPENSATION FOR EXPLORATORY POT-HOLING OR UTILITY INVESTIGATION.

30. THE CONTRACTOR SHALL REMOVE THE EXISTING FENCE ASSEMBLY ALONG THE EXISTING BRIDGE. THE EXISTING ANCHOR BOLTS ARE TO BE CUT FLUSH WITH THE TOP OF THE EXISTING BARRIER AND COATED WITH AN ALDOT APPROVED EPOXY. ALL WORK ASSOCIATED WITH DEMOLITION OF EXISTING FENCE SYSTEM SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION OF PAY ITEM 206D-011.

31. THE CONTRACTOR SHALL COORDINATE WITH PETER TOLER AT (251)208-1522 FROM URBAN FORESTRY PRIOR TO ANY WORK AROUND ALL TREES THAT ARE TO REMAIN.

32. ALL SIGN POSTS SHALL BE ROUND AND BLACK POWDER COATED IN COLOR UNLESS OTHERWISE STATED. REFER TO STANDARD DRAWINGS IHS-710-4 AND IHS-710-19 FOR SIGN BASE AND EMBEDMENT INSTALLATION.

33. THE CONTRACTOR SHALL TREAT THE EXISTING BRIDGE RAIL AND SIDEWALK (POWER WASH, PAINT, ETC.) FOR A CLASS 3 SURFACE FINISH PER SECTION 501 OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO ORNAMENTAL HANDRAIL PAY ITEM 517A.

34. THE CONTRACTOR SHALL TACK WELD ALL COVERS/GRATES WITHIN THE PROJECT LIMITS AFTER A SATISFACTORY INSPECTION BY THE ENGINEER AND PRIOR TO FINAL ACCEPTANCE. THERE SHALL BE A MINIMUM OF FOUR (4) WELDS PER COVER/GRATE SPACED EVENLY AROUND THE EDGE OF THE COVER/GRATE. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF THE ITEM ASSOCIATED WITH THE COVER/GRATE.

35. THE CONTRACTOR SHALL NOT DISTURB MORE THAN 2' DEPTH OF SOIL WITHOUT SPIRE AND/OR THE CITY GETTING PERMISSION FROM ADEM.

36. CONSTRUCTION FUEL (698A) IS NOT INCLUDED AS A PAY ITEM FOR THIS PROJECT.

37. PAY ITEM 621E MANHOLE TYPE SPECIAL SET UP TO INCLUDE NEW MANHOLE FRAME AND COVER PER STD DWG MH-621-2. REQUIRED CONNECTION OF THE NEW MANHOLE FRAME AND COVER TO THE EXISTING MANHOLE STRUCTURE AND NECESSARY RAISING OR LOWERING OF THE NEW MANHOLE FRAME AND COVER TO THE RESURFACED ROADWAY ELEVATION SHALL BE SUBSIDIARY TO 621E.

38. IN THE EVENT AN EXISTING PIPE IS DISCOVERED WITH PREVIOUS DAMAGE THAT REQUIRES POINT REPAIR, THE CONTRACTOR IS TO MAKE THE CITY AWARE.

39. TEMPORARY PAVEMENT SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER.

40. ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104.03 OF THE STANDARD SPECIFICATIONS.

41. PAY ITEM SP-005 WORK OF SIMILAR NATURE SET UP TO COVER WORK SIMILAR TO BID ITEMS AS DIRECTED BY THE ENGINEER.

42. REQUIRED INLETS AND JUNCTION BOXES MEASUREMENTS AND PIPE CONNECTIONS TO BE FIELD VERIFIED AND CAST-IN-PLACE. THE CONTRACTOR SHALL VERIFY THAT ALL REPLACEMENT DRAINAGE STRUCTURES CONNECT TO APPROPRIATE EXISTING DRAINAGE PIPES TO ALLOW FOR THE PROPER FLOW OF WATER THROUGHOUT THE EXISTING DRAINAGE SYSTEMS.

43. WHEN DROP-OFFS ARE PRESENT AT THE APPROACHES TO BRIDGE ENDS AND OTHER PAVEMENT TIE-IN LOCATIONS, A TEMPORARY BITUMINOUS WEDGE OF EFFECTIVE LENGTH (10' PER 1" ELEVATION DIFFERENCE OR AS DIRECTED BY THE ENGINEER) SHALL BE PLACED. THE COST SHALL BE PAID FOR UNDER ITEM 424A.

44. WORK ASSOCIATED WITH THE NOTCHING OF THE CRUSHED AGGREGATE BASE COURSE TO ACCOMMODATE THE REQUIRED CURB OR CURB AND GUTTER SHALL BE SUBSIDIARY TO 623B OR 623C, RESPECTIVELY.

45. COST ADJUSTMENT TABLE MADE TO BID PRICE FOR CHANGE IN FOUNDATION SIZE FOR TRAFFIC SIGNAL POLES SHALL CONTINUE IN PROPORTION TO THE SCALE PROVIDED ON ALDOT SPEC 730.05.

46. ROADBED PROCESSING IS WAIVED, AND THE SUBGRADE OF DRIVEWAYS SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. COST OF THIS WORK SHALL BE SUBSIDIARY OBLIGATION OF THE OVERLYING LAYER.

47. WHERE GUARDRAIL IS REQUIRED, SHOULDERS SHALL BE WIDENED ACCORDING TO SPECIAL DRAWING GR-630-FD AND APPLICABLE GUARDRAIL END ANCHOR DRAWINGS.

48. CONTRACTOR WILL BE REQUIRED TO USE HAND TRIMMING TOOLS AS NECESSARY AROUND SIGN POSTS, GUARDRAILS, DELINEATORS, UTILITY POLES, HEADWALLS, ETC. PAYMENT FOR THESE ITEMS WILL BE A SUBSIDIARY OBLIGATION OF ITEM 652C, MOWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY WHICH MAY OCCUR AS A RESULT OF MOWING OPERATIONS. SIGNS OR DELINEATORS DAMAGED BY THE CONTRACTOR SHALL BE STRAIGHTENED OR REPLACED IMMEDIATELY PRIOR TO ADVANCING TO THE NEXT SEGMENT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY AND ANY REPAIRS PERFORMED. THE CONTRACTOR SHALL UTILIZE EQUIPMENT THAT IS IN GOOD WORKING ORDER CONDITION AND IS SUITABLE AND SAFE FOR MOWING WITHIN THE RIGHT -OF -WAY LIMITS. ALL ROTARY MOWERS SHALL BE EQUIPPED WITH SAFETY CHAINS TO REDUCE THE POSSIBILITY OF DAMAGE TO PROPERTY BY FLYING DEBRIS FROM MOWER. CHAINS SHALL BE A MINIMUM OF 3/8" DIAMETER METAL. LINKS SHALL BE INSTALLED SIDE BY SIDE AROUND THE PERIMETER OF THE MOWER DECK FRAME. THE MINIMUM LENGTH OF THE SAFETY CHAIN SHALL BE LONG ENOUGH TO DRAG THE GROUND AT ALL TIMES WHEN THE MOWER IS IN OPERATION. THE CUTTING HEIGHT SHALL BE 6". THE TOLERANCE FOR THE CUTTING HEIGHT SHALL BE 3/4" +/-1. MOWERS WORKING ADJACENT TO EACH OTHER SHALL PROVIDE FOR A NEAT UNIFORM CUT OVER THE ENTIRE WIDTH OF THE CUT AREA. SCALPING OR SHALLOW CUTTING WILL NOT BE PERMITTED. ANY SLOPE TOO WET TO MOW WITHOUT TRACTOR SLIPPAGE AND RUTTING WILL BE MOWED USING BOOM MOWER OR HAND EQUIPMENT UNLESS OTHERWISE DIRECTED BY THE ENGINEER. PAYMENT FOR THESE ITEMS SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 652C, MOWING. ALL ESTABLISHED MOWING LIMITS WITHIN THE RIGHT OF WAY SHALL BE MOWED AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE MEASURED AND PAID FOR UNDER ITEM 652C. LITTER SHALL BE REMOVED AND COLLECTED BEFORE MOWING OPERATIONS BEGIN. ALL LITTER SUCH AS PAPER, PLASTIC, BOTTLES, CANS, PIECES OF CONSTRUCTION DEBRIS, TIRES, TRASH, GARBAGE, AND ALL OTHER REFUSE AND/OR DEBRIS DESIGNATED BY THE ENGINEER, SHALL BE COLLECTED FOR DISPOSAL BY THE CONTRACTOR. PAYMENT FOR THESE ITEMS WILL BE A SUBSIDIARY OBLIGATION TO ITEM 652C. THE CONTRACTOR SHALL DISPOSE OF THE COLLECTED LITTER IN ACCORDANCE WITH THE LAWS, RULES, AND REGULATIONS THAT APPLY TO THE DISPOSAL OF THE TYPE OF DEBRIS , ETC. PAYMENT FOR THESE ITEMS WILL BE A SUBSIDIARY OBLIGATION OF ITEM 652C, MOWING.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

NOT TO SCALE

SHEET TITLE	ROUTE
PROJECT NOTES	DR. MLK JR AVENUE

User Id: katelyn.ffrench 23-JUL-2025 20:21 Plot Scale=1.000000'/1.000000' 8425LOWTABLE46 8425LOWTABLE46
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SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3

BASE BID		BID ALT.						
ROADWAY QUANTITY	MAWSS QUANTITY	ROADWAY QUANTITY	TOTAL BASE BID QUANTITY	TOTAL BID ALT. QUANTITY	ITEM NO.	UNIT	DESCRIPTION	PROJECT NOTES
5420			5420	0	206C000	SQUARE YARD	REMOVING CONCRETE SIDEWALK	
693			693	0	206C010	SQUARE YARD	REMOVING CONCRETE DRIVEWAY	
233			233	0	206D001	LINEAR FOOT	REMOVING GUARDRAIL	
11046			11046	0	206D003	LINEAR FOOT	REMOVING CURB AND GUTTER	27
466			466	0	206D011	LINEAR FOOT	REMOVING FENCE	30
59			59	0	206E001	EACH	REMOVING INLETS	
1			1	0	206E003	EACH	REMOVING MANHOLES	
7			7	0	206E008	EACH	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	
14			14	0	209A000	EACH	MAILBOX RESET, SINGLE	
3860			3860	0	210A000	CUBIC YARD	UNCLASSIFIED EXCAVATION	21
5			5	0	210A000A	DAY	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	
1000			1000	0	210D022	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0)	
	2100		2100	0	214B000	CUBIC YARD	FOUNDATION BACKFILL, LOCAL	
	150		150	0	214B001	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	
	115		115	0	260A003	CUBIC YARD	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	
1809	1225		3034	0	305B078	TON	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	
6186			6186	0	401A000	SQUARE YARD	BITUMINOUS TREATMENT A	
1677			1677	0	405A000	GALLON	TACK COAT	
30283			30283	0	408A052	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	
4188	460		4648	0	424A361	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	15,43,47
500			500	0	424B654	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	23
1510	735		2245	0	424B655	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	
500			500	0	424B658	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	23
500			500.37006	0	430B040	TON	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	
460			460	0	517A004	LINEAR FOOT	ORNAMENTAL HANDRAIL	33
11393			11393	0	530F000	LINEAR FOOT	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	
11			11	0	534C000	EACH	CLEANING EXISTING MANHOLE	9
318			318	0	534E000	LINEAR FOOT	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	9
11075			11075	0	534E001	LINEAR FOOT	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	9
1			1	0	600A000	LUMP SUM	MOBILIZATION	
5			5	0	602C000	EACH	PERMANENT EASEMENT MARKER	
100			100	0	606A000	LINEAR FOOT	6" UNDERDRAIN PIPE	
180			180	0	610D003	SQUARE YARD	FILTER BLANKET, GEOTEXTILE	
5658			5658	0	618A000	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	19
733			733	0	618A001	SQUARE YARD	CONCRETE SIDEWALK, 6" THICK	
623			623	0	618B003	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	
640			640	0	618C001	SQUARE FOOT	DETECTABLE WARNING SURFACE	
328			328	0	618D000	SQUARE YARD	CURB RAMP	
5			5	0	620A000	CUBIC YARD	MINOR STRUCTURE CONCRETE	
2			2	0	621C001	EACH	INLETS, TYPE B	
1			1	0	621C015	EACH	INLETS, TYPE S1 OR S3 (1 WING)	
5			5	0	621C017	EACH	INLETS, TYPE S1 OR S3 (2 WING)	
1			1	0	621C018	EACH	INLETS, TYPE S2 OR S4 (2 WING)	
49			49	0	621C030	EACH	INLETS, TYPE "SPECIAL"	
2			2	0	621D015	EACH	INLET UNITS, TYPE S1 OR S3	
1			1	0	621D016	EACH	INLET UNITS, TYPE S2 OR S4	
11			11	0	621E000	EACH	MANHOLES, TYPE SPECIAL	37
2024			2024	0	623A000	LINEAR FOOT	CONCRETE GUTTER	
9147			9147	0	623B002	LINEAR FOOT	CONCRETE CURB, TYPE A	44
1728			1728	0	623C003	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	44
320			320	0	630A001	LINEAR FOOT	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	
3			3	0	630C079	EACH	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	
4			4	0	630C080	EACH	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	
248			248	0	637A000	LINEAR FOOT	FENCE RESET	
	1094		1094	0	641A514	LINEAR FOOT	1 INCH COPPER WATER SERVICE LINE LAID	
	150		150	0	641A540	LINEAR FOOT	3 INCH P.E. WATER SERVICE LINE LAID	
	213		213	0	641A682	LINEAR FOOT	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	
	66		66	0	641A684	LINEAR FOOT	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	
	32		32	0	641A744	LINEAR FOOT	4 INCH P.V.C. WATER MAIN LAID	
	4339		4339	0	641A746	LINEAR FOOT	6 INCH P.V.C. WATER MAIN LAID	
	700		700	0	641A748	LINEAR FOOT	8 INCH P.V.C. WATER MAIN LAID	
	1020		1020	0	641A752	LINEAR FOOT	12 INCH P.V.C. WATER MAIN LAID	
	774		774	0	641A756	LINEAR FOOT	16 INCH P.V.C. WATER MAIN LAID	
	13787		13787	0	641C500	POUND	DUCTILE IRON FITTINGS	
	13		13	0	641D500	EACH	FIRE HYDRANT	
	61		61	0	641J516	EACH	6 INCH GATE VALVE WITH BOX	

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FMUP-431(250)	2025	3A

BASE BID		BID ALT.						
ROADWAY QUANTITY	MAWSS QUANTITY	ROADWAY QUANTITY	TOTAL BASE BID QUANTITY	TOTAL BID ALT. QUANTITY	ITEM NO.	UNIT	DESCRIPTION	PROJECT NOTES
	4		4	0	641J518	EACH	8 INCH GATE VALVE WITH BOX	
	5		5	0	641J522	EACH	12 INCH GATE VALVE WITH BOX	
	4		4	0	641J526	EACH	16 INCH GATE VALVE WITH BOX	
	56		56	0	641L500	CUBIC YARD	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	
	3		3	0	641M510	EACH	4 INCH RETAINER GLAND	
	414		414	0	641M512	EACH	6 INCH RETAINER GLAND	
	41		41	0	641M514	EACH	8 INCH RETAINER GLAND	
	50		50	0	641M518	EACH	12 INCH RETAINER GLAND	
	74		74	0	641M522	EACH	16 INCH RETAINER GLAND	
	8		8	0	641N510	EACH	6 INCH X 6 INCH ANCHOR TEE	
	2		2	0	641N520	EACH	8 INCH X 6 INCH ANCHOR TEE	
	2		2	0	641N540	EACH	12 INCH X 6 INCH ANCHOR TEE	
	1		1	0	641N560	EACH	16 INCH X 6 INCH ANCHOR TEE	
	2		2	0	641O520	EACH	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	
	2		2	0	641O596	EACH	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	
	43		43	0	641P520	EACH	1 INCH SERVICE TAP	
	1		1	0	641P530	EACH	2 INCH SERVICE TAP	
	42		42	0	641R515	EACH	1 INCH WATER METER AND BOX RESET	
	10		10	0	641S500	EACH	VALVE BOX RESET	
	1		1	0	641W504	EACH	4" INSERTION VALVE	
	16		16	0	641W506	EACH	6" INSERTION VALVE	
	2		2	0	641W508	EACH	8" INSERTION VALVE	
	1		1	0	641W516	EACH	16" INSERTION VALVE	
	6		6	0	641X500	EACH	CONNECTION TO EXISTING WATER SYSTEM	
	300		300	0	645E524	LINEAR FOOT	6 INCH P.V.C. STACKS AND LATERALS	
	30		30	0	645K500	EACH	MANHOLE FRAME AND COVER RESET	
	20		20	0	649A560	LINEAR FOOT	24 INCH STEEL ENCASEMENT PIPE, TYPE 1 INSTALLATION	
376			376	0	650A000	CUBIC YARD	TOPSOIL	
1			1	0	652A100	ACRE	SEEDING	
2			2	0	652C000	ACRE	MOWING	48
3387			3387	0	654A001	SQUARE YARD	SOLID SODDING (BERMUDA)	
1			1	0	656A010	ACRE	MULCHING	
4			4	0	665A000	ACRE	TEMPORARY SEEDING	
12			12	0	665B001	TON	TEMPORARY MULCHING	
3000			3000	0	665E000	SQUARE YARD	POLYETHYLENE	
100			100	0	665G000	EACH	SAND BAGS	
3100			3100	0	665J002	LINEAR FOOT	SILT FENCE	
50			50	0	665N000	TON	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	
3100			3100	0	665O001	LINEAR FOOT	SILT FENCE REMOVAL	
4508			4508	0	665Q002	LINEAR FOOT	WATTLE	
2			2	0	666A001	ACRE	PEST CONTROL TREATMENT	
1			1	0	680A001	LUMP SUM	GEOMETRIC CONTROLS	
7			7	0	701A227	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
3			3	0	701A230	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
7481			7481	0	701B207	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
10			10	0	701C001	MILE	SOLID TEMPORARY TRAFFIC STRIPE	705
200			200	0	701E010	LINEAR FOOT	BROKEN TEMPORARY TRAFFIC STRIPE	
1404			1404	0	701G146	LINEAR FOOT	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	
468			468	0	701G154	LINEAR FOOT	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	
200			200	0	701G242	LINEAR FOOT	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
940			940	0	701H000	LINEAR FOOT	SOLID TRAFFIC STRIPE REMOVED (PAINT)	
470			470	0	701H005	LINEAR FOOT	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	
5936			5936	0	703A002	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	
21			21	0	703A011	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	
67			67	0	703B002	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	
5936			5936	0	703D001	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	
788			788	0	703H000	SQUARE FOOT	SPECIALTY TRAFFIC CONTROL MARKINGS	
17			17	0	705A030	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	
146			146	0	705A037	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	
39			39	0	705A038	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	
145			145	0	710A160	SQUARE FOOT	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	
39			39	0	710A165	SQUARE FOOT	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	
270			270	0	710A170	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	
448			448	0	710B021	LINEAR FOOT	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	
1			1	0	710C000	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS	
1			1	0	730A000	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.rhnorn 24-JUL-2025 21:13 File: $setor\2000000\2000000 ##DELDATABase ##DATABase Projects#201074 - Broad Street Phase IV#Project Design#Plans Assembly#003_074.sum.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	38

BASE BID		BID ALT.						
ROADWAY QUANTITY	MAWSS QUANTITY	ROADWAY QUANTITY	TOTAL BASE BID QUANTITY	TOTAL BID ALT. QUANTITY	ITEM NO.	UNIT	DESCRIPTION	PROJECT NOTES
1			1	0	730A001	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	
1			1	0	730A002	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	
1			1	0	730A003	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	
1			1	0	730A004	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	
1			1	0	730A005	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	
1			1	0	730C000	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	
1			1	0	730C001	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	
1			1	0	730C002	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	
1			1	0	730C003	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	
14			14	0	730E000	EACH	METAL TRAFFIC SIGNAL POLE FOUNDATION	
1			1	0	730F000	EACH	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	
2			2	0	730F001	EACH	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	
2			2	0	730F002	EACH	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	
5			5	0	730F003	EACH	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	
1			1	0	730F004	EACH	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	
1			1	0	730F005	EACH	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	
2			2	0	730F006	EACH	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	
10			10	0	730K001	EACH	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	
6			6	0	730K002	EACH	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	
242			242	0	730L003	LINEAR FOOT	1", NON-METALLIC, CONDUIT	
		240	0	240	730L004	LINEAR FOOT	2", METALLIC, CONDUIT	
1286		6136	1286	6136	730L005	LINEAR FOOT	2", NON-METALLIC, CONDUIT	
13			13	0	730N000	EACH	LUMINAIRE EXTENSION ASSEMBLY,	
2			2	0	730Q115	EACH	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	
30			30	0	730P022	EACH	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	
10			10	0	730P100	EACH	PEDESTRIAN SIGNAL HEAD, TYPE LED	
10			10	0	730Q001	EACH	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	
4			4	0	730R040	EACH	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	
4			4	0	730T010	EACH	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	
1			1	0	730U400	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	
1			1	0	730U401	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	
1			1	0	730U402	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	
1			1	0	730U403	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	
1			1	0	730Y000	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	
1			1	0	730Y001	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	
1			1	0	730Y620	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	APS)
1			1	0	730Y621	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES	(APS)
1			1	0	730Y622	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	APS)
1			1	0	730Y623	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES	(APS)
1			1	0	730Y624	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	APS)
1			1	0	730Y625	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	APS)
1			1	0	730Y626	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	APS)
1			1	0	730Y627	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	APS)
1564			1564	0	740B000	SQUARE FOOT	CONSTRUCTION SIGNS	704
20			20	0	740C000	SQUARE FOOT	SPECIAL CONSTRUCTION SIGNS	
250			250	0	740D000	EACH	CHANNELIZING DRUMS	
50			50	0	740E000	EACH	CONES (36 INCHES HIGH)	
8			8	0	740F002	EACH	BARRICADES, TYPE III	
4			4	0	740I002	EACH	WARNING LIGHTS, TYPE B	
2			2	0	741C010	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	
2			2	0	742A001	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	
8			8	0	750D200	EACH	ELECTRICAL JUNCTION BOX,TYPE 1	
		41	0	41	750D203	EACH	ELECTRICAL JUNCTION BOX, TYPE 4	
13500			13500	0	750E113	LINEAR FOOT	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	
230			230	0	750E115	LINEAR FOOT	CONDUIT,2 INCH,RIGID NONMETALLIC	
40500			40500	0	750F024	LINEAR FOOT	CONDUCTOR, #6 AWG	
700			700	0	750F026	LINEAR FOOT	CONDUCTOR, #2 AWG	
4			4	0	750I015	EACH	LIGHTING CONTROL CENTER	
1			1	0	750Z220	LUMP SUM	ROADWAY LIGHTING	
87			87	0	756A020	LINEAR FOOT	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	
1275		625	1275	625	756A022	LINEAR FOOT	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	
386			386	0	756A026	LINEAR FOOT	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	
1			1	0	SP-001	EACH	PROJECT SIGN	
2156			2156	0	SP-002	SQUARE FOOT	STONE-THERMO-SET CROSSWALK TREATMENT	
13918			13918	0	SP-003	SQUARE FOOT	GREEN TRAFFIC CONTROL MARKINGS	
1480			1480	0	SP-004	EACH	CYCLE LANE SEPARATOR, ZEBRA	
1			1	0	SP-005	LUMP SUM	WORK OF SIMILAR NATURE	41

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	3C

REQUIRED REMOVAL OF INLETS & MANHOLES

ITEM NO				206E-001	206E-003
BASELINE	STATION	OFFSET		REMOVING INLETS (EACH)	REMOVING MANHOLE (EACH)
DR MLK JR AVE	34+50.32	22.51'	LT	1	
DR MLK JR AVE	34+51.04	21.76'	TY	1	
DR MLK JR AVE	42+31.91	22.78'	RT	1	
DR MLK JR AVE	42+33.98	23.35'	LT	1	
DR MLK JR AVE	45+31.26	19.11'	LT	1	
DR MLK JR AVE	46+98.89	21.91'	LT	1	
DR MLK JR AVE	47+99.48	27.66'	RT	1	
DR MLK JR AVE	48+34.45	46.07'	RT	1	
DR MLK JR AVE	49+03.33	20.28'	LT	1	
DR MLK JR AVE	49+04.02	22.72'	RT	1	
DR MLK JR AVE	50+78.67	22.42'	RT	1	
DR MLK JR AVE	50+78.73	20.72'	LT	1	
DR MLK JR AVE	53+14.17	20.30'	LT	1	
DR MLK JR AVE	53+20.79	22.91'	RT	1	
DR MLK JR AVE	54+82.31	23.50'	RT	1	
DR MLK JR AVE	54+83.54	19.71'	LT	1	
DR MLK JR AVE	56+58.95	23.41'	RT	1	
DR MLK JR AVE	57+19.23	19.36'	LT	1	
DR MLK JR AVE	58+42.87	23.28'	RT	1	
DR MLK JR AVE	58+43.90	19.65'	LT	1	
DR MLK JR AVE	60+45.26	19.91'	LT	1	
DR MLK JR AVE	60+92.78	23.07'	RT	1	
DR MLK JR AVE	61+82.68	19.94'	LT	1	
DR MLK JR AVE	63+62.85	22.72'	RT	1	
DR MLK JR AVE	63+66.30	20.27'	LT	1	
DR MLK JR AVE	65+50.23	22.19'	RT	1	
DR MLK JR AVE	66+09.85	20.94'	LT	1	
DR MLK JR AVE	66+57.04	22.05'	RT	1	
DR MLK JR AVE	66+45.60	18.89'	LT	1	
DR MLK JR AVE	66+46.28	20.34'	RT	1	
DR MLK JR AVE	70+96.86	20.74'	RT	1	
DR MLK JR AVE	70+99.84	18.00'	LT	1	
DR MLK JR AVE	73+18.18	18.41'	LT	1	
DR MLK JR AVE	74+22.06	20.79'	RT	1	
DR MLK JR AVE	75+46.01	18.94'	LT	1	
DR MLK JR AVE	75+68.32	20.87'	RT	1	
DR MLK JR AVE	76+47.82	21.03'	RT	1	
DR MLK JR AVE	78+14.78	18.34'	LT	1	
DR MLK JR AVE	79+40.77	20.94'	RT	1	
DR MLK JR AVE	79+97.59	18.49'	LT	1	
DR MLK JR AVE	82+66.83	20.53'	RT	1	
DR MLK JR AVE	82+68.87	18.87'	LT	1	
DR MLK JR AVE	84+88.70	19.14	RT	1	
DR MLK JR AVE	85+36.42	18.92	LT	1	
DR MLK JR AVE	87+78.49	19.27'	LT	1	
DR MLK JR AVE	87+77.87	20.19'	RT	1	
DR MLK JR AVE	89+84.25	18.24'	LT	1	
DR MLK JR AVE	90+30.19	17.96'	RT	1	
DR MLK JR AVE	90+58.56	16.75'	LT	1	
DR MLK JR AVE	93+24.90	17.83'	LT	1	
DR MLK JR AVE	93+32.77	17.73'	RT	1	
DR MLK JR AVE	94+84.84	17.51'	LT	1	
DR MLK JR AVE	94+92.22	17.64'	RT	1	
DR MLK JR AVE	96+64.80	19.48'	RT	1	
DR MLK JR AVE	97+11.52	20.21'	LT		1
DR MLK JR AVE	97+23.53	21.01'	RT	1	
DR MLK JR AVE	99+20.70	22.07'	LT	1	
DR MLK JR AVE	99+22.75'	21.08'	RT	1	
DR MLK JR AVE	99+23.73	21.96'	LT	1	
DR MLK JR AVE	99+26.38	21.09'	RT	1	
TOTAL				59	1

REQD REMOVING CONCRETE SIDEWALK (206C-000)

BASELINE	STATION	SIDE	AREA (SQ FT)	AREA (SQ YD)
DR MLK JR AVE	33+22 - 37+24	RT	2083.46	231.50
DR MLK JR AVE	34+08 - 37+25	LT	1572.47	174.72
DR MLK JR AVE	39+59 - 43+73	RT	1976.23	219.58
DR MLK JR AVE	39+58 - 42+29	LT	1236.02	137.34
DR MLK JR AVE	42+38 - 44+86	LT	1108.14	123.13
DR MLK JR AVE	45+52 - 46+70	RT	522.46	58.05
DR MLK JR AVE	46+51 - 47+76	LT	452.84	50.32
DR MLK JR AVE	48+22 - 50+91	LT	1122.55	124.73
DR MLK JR AVE	48+76 - 52+70	RT	1520.80	168.98
DR MLK JR AVE	51+22 - 53+81	LT	997.86	110.87
DR MLK JR AVE	53+04 - 56+25	RT	1271.85	141.32
DR MLK JR AVE	54+15 - 56+72	LT	973.99	108.22
DR MLK JR AVE	56+54 - 65+86	RT	4643.81	515.98
DR MLK JR AVE	57+03 - 59+68	LT	1062.97	118.11
DR MLK JR AVE	60+04 - 62+08	LT	1059.75	117.75
DR MLK JR AVE	62+43 - 64+47	LT	841.83	93.54
DR MLK JR AVE	64+71 - 66+66	LT	913.19	101.47
DR MLK JR AVE	66+04 - 68+60	RT	1236.24	137.36
DR MLK JR AVE	68+96 - 71+19	LT	1637.70	181.97
DR MLK JR AVE	68+89 - 71+02	RT	835.21	92.80
DR MLK JR AVE	71+40 - 74+40	RT	1218.77	135.42
DR MLK JR AVE	71+44 - 75+65	LT	1674.20	186.02
DR MLK JR AVE	74+58 - 76+63	RT	829.85	92.21
DR MLK JR AVE	75+94 - 80+16	LT	1687.89	187.54
DR MLK JR AVE	77+07 - 79+49	RT	967.04	107.45
DR MLK JR AVE	79+91 - 82+81	RT	1926.03	214.00
DR MLK JR AVE	80+43 - 82+87	LT	956.69	106.30
DR MLK JR AVE	83+08 - 85+47	LT	825.89	91.77
DR MLK JR AVE	83+12 - 84+73	RT	722.83	80.31
DR MLK JR AVE	85+17 - 86+94	RT	689.51	76.61
DR MLK JR AVE	85+85 - 90+00	LT	1691.46	187.94
DR MLK JR AVE	87+20 - 88+54	RT	564.68	62.74
DR MLK JR AVE	88+80 - 97+16	RT	3600.50	400.06
DR MLK JR AVE	90+43 - 97+11	LT	3540.84	393.43
DR MLK JR AVE	97+40 - 99+44	LT	812.30	90.26
TOTAL				5420

REQUIRED REMOVING CONCRETE DRIVEWAY (206C-010)

BASELINE	STATION	SIDE	AREA (SQ YD)
DR MLK JR AVE	41+65	LT	6.89
DR MLK JR AVE	43+97	LT	8.89
DR MLK JR AVE	44+68	RT	19.56
DR MLK JR AVE	44+99	LT	2.00
DR MLK JR AVE	45+44	RT	19.56
DR MLK JR AVE	45+86	RT	17.67
DR MLK JR AVE	46+45	LT	7.78
DR MLK JR AVE	47+22	LT	9.44
DR MLK JR AVE	48+76	LT	4.00
DR MLK JR AVE	48+90	LT	7.89
DR MLK JR AVE	49+25	LT	5.67
DR MLK JR AVE	49+81	RT	7.22
DR MLK JR AVE	50+10	RT	16.33
DR MLK JR AVE	50+90	RT	6.22
DR MLK JR AVE	51+31	RT	5.89
DR MLK JR AVE	51+74	LT	18.67
DR MLK JR AVE	52+66	LT	16.78
DR MLK JR AVE	54+21	RT	8.89
DR MLK JR AVE	54+56	LT	8.89
DR MLK JR AVE	55+10	LT	7.56
DR MLK JR AVE	55+15	RT	5.22
DR MLK JR AVE	55+33	RT	5.22
DR MLK JR AVE	57+56	LT	7.11
DR MLK JR AVE	58+10	LT	5.56
DR MLK JR AVE	60+27	RT	8.22
DR MLK JR AVE	60+58	LT	2.56
DR MLK JR AVE	61+00	LT	2.00
DR MLK JR AVE	63+89	LT	19.78
DR MLK JR AVE	64+24	LT	20.22
DR MLK JR AVE	64+77	LT	6.11
DR MLK JR AVE	68+71	LT	6.67
DR MLK JR AVE	69+55	RT	9.00
DR MLK JR AVE	70+44	RT	6.33
DR MLK JR AVE	70+58	LT	8.11
DR MLK JR AVE	72+25	LT	8.33
DR MLK JR AVE	72+90	RT	8.44
DR MLK JR AVE	73+02	LT	15.33
DR MLK JR AVE	73+31	LT	7.67
DR MLK JR AVE	73+77	RT	9.56
DR MLK JR AVE	74+28	LT	9.78
DR MLK JR AVE	74+88	LT	8.00
DR MLK JR AVE	75+07	LT	8.56
DR MLK JR AVE	75+17	RT	8.22
DR MLK JR AVE	76+73	LT	10.56
DR MLK JR AVE	78+09	RT	7.89
DR MLK JR AVE	78+36	LT	13.00
DR MLK JR AVE	78+63	LT	10.78
DR MLK JR AVE	79+11	LT	10.89
DR MLK JR AVE	81+17	LT	12.00
DR MLK JR AVE	81+67	LT	8.78
DR MLK JR AVE	84+94	RT	56.78
DR MLK JR AVE	86+57	LT	8.44
DR MLK JR AVE	86+93	LT	10.11
DR MLK JR AVE	87+06	RT	31.00
DR MLK JR AVE	87+45	LT	9.67
DR MLK JR AVE	88+67	RT	30.56
DR MLK JR AVE	88+93	LT	12.56
DR MLK JR AVE	91+59	LT	18.89
DR MLK JR AVE	94+25	LT	24.44
DR MLK JR AVE	95+23	LT	12.67
TOTAL			693

REQUIRED REMOVING FENCE (206D-011)

BASELINE	FROM STATION	TO STATION	SIDE	LENGTH (LIN FT)
DR MLK JR AVE	37+26	39+57	LT	230
DR MLK JR AVE	37+26	39+56	RT	230
DR MLK JR AVE	82+06	82+06	LT	6
TOTAL				466

REQUIRED REMOVING CURB & GUTTER (206D-003)

BASELINE	STATION	SIDE	LENGTH (LIN FT)
DR MLK JR AVE	PROJECT LIMITS	LT	5327.56
DR MLK JR AVE	PROJECT LIMITS	RT	5719.89
TOTAL			11048

REQD REMOVING GUARDRAIL & GUARDRAIL END ANCHORS

ITEM NO			206D-001	206E-008
BASELINE	STATION	SIDE	REMOVING GUARDRAIL (LIN FT)	REMOVING GUARDRAIL END ANCHOR (ALL TYPES) (EACH)
DR MLK JR AVE	36+10 - 37+25	RT	70	2
DR MLK JR AVE	36+47 - 37+25	LT	59	1
DR MLK JR AVE	39+58 - 40+73	LT	71	2
DR MLK JR AVE	39+58 - 40+35	RT	33	2
TOTAL			233	7

REQUIRED MAILBOX RESET (209A-000)

BASELINE	STATION	SIDE	MAILBOX (EACH)	STD OR SPECIAL DWG NO
DR MLK JR AVE	49+65	RT	1	A
DR MLK JR AVE	62+66	LT	1	A
DR MLK JR AVE	69+90	RT	1	A
DR MLK JR AVE	70+65	RT	1	A
DR MLK JR AVE	71+78	LT	1	A
DR MLK JR AVE	72+65	RT	1	A
DR MLK JR AVE	72+86	LT	1	A
DR MLK JR AVE	73+41	LT	1	A
DR MLK JR AVE	74+11	LT	1	A
DR MLK JR AVE	74+66	LT	1	A
DR MLK JR AVE	75+35	LT	1	A
DR MLK JR AVE	78+74	LT	1	A
DR MLK JR AVE	79+36	LT	1	A
DR MLK JR AVE	79+73	LT	1	A
TOTAL			14	

STD OR SPECIAL DWG NO.	
A	MB-209-1

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(ZLP80)	2025	3D

REQUIRED SIDEWALK, 4" THICK (618A-000)

BASELINE	STATION	SIDE	SIDEWALK (SQ YD)	STD OR SPECIAL DWG NO
DR MLK JR AVE	33+28 - 33+94	RT	37	A
DR MLK JR AVE	34+16 - 37+25	LT	171	A
DR MLK JR AVE	34+27 - 37+24	RT	166	A
DR MLK JR AVE	39+78 - 41+49	LT	105	A
DR MLK JR AVE	39+78 - 43+60	RT	232	A
DR MLK JR AVE	41+81 - 43+79	LT	110	A
DR MLK JR AVE	44+26 - 44+55	RT	17	A
DR MLK JR AVE	44+14 - 44+84	LT	42	A
DR MLK JR AVE	44+80 - 45+36	RT	33	A
DR MLK JR AVE	45+26 - 46+36	LT	53	A
DR MLK JR AVE	45+49 - 45+74	RT	16	A
DR MLK JR AVE	46+01 - 46+84	RT	36	A
DR MLK JR AVE	46+54 - 47+12	LT	32	A
LINCOLN ST	110+79 - 111+14	RT	19	A
DR MLK JR AVE	47+14 - 48+22	RT	64	A
DR MLK JR AVE	47+32 - 47+77	LT	24	A
DR MLK JR AVE	48+32 - 48+82	LT	28	A
DR MLK JR AVE	48+82 - 49+74	RT	56	A
DR MLK JR AVE	48+96 - 49+17	LT	12	A
DR MLK JR AVE	49+31 - 50+82	LT	85	A
DR MLK JR AVE	49+89 - 49+94	RT	5	A
DR MLK JR AVE	50+23 - 50+82	RT	34	A
DR MLK JR AVE	50+96 - 51+23	RT	16	A
DR MLK JR AVE	51+29 - 51+51	LT	19	A
DR MLK JR AVE	51+38 - 52+60	RT	68	A
DR MLK JR AVE	51+85 - 52+54	LT	38	A
DR MLK JR AVE	52+77 - 53+72	LT	54	A
DR MLK JR AVE	53+09 - 54+13	RT	58	A
DR MLK JR AVE	54+29 - 55+11	RT	46	A
DR MLK JR AVE	54+29 - 54+49	LT	12	A
DR MLK JR AVE	54+63 - 55+04	LT	24	A
DR MLK JR AVE	55+21 - 55+29	RT	5	A
DR MLK JR AVE	55+17 - 56+65	LT	83	A
DR MLK JR AVE	55+38 - 56+18	RT	45	A
DR MLK JR AVE	56+59 - 60+21	RT	237	A
DR MLK JR AVE	57+10 - 57+50	LT	22	A
DR MLK JR AVE	57+63 - 58+01	LT	22	A
DR MLK JR AVE	58+13 - 58+44	LT	18	A
DR MLK JR AVE	58+58 - 59+60	LT	52	A
DR MLK JR AVE	60+11 - 60+42	LT	19	A
DR MLK JR AVE	60+35 - 62+46	RT	118	A
DR MLK JR AVE	60+84 - 60+98	LT	18	A
DR MLK JR AVE	61+04 - 62+04	LT	54	A
DR MLK JR AVE	62+49 - 63+92	LT	78	A
DR MLK JR AVE	62+73 - 62+76	RT	2	A
DR MLK JR AVE	62+87 - 62+98	RT	7	A
DR MLK JR AVE	63+09 - 63+27	RT	11	A
DR MLK JR AVE	63+38 - 63+72	RT	19	A
DR MLK JR AVE	63+83 - 64+62	RT	44	A
DR MLK JR AVE	64+73 - 65+15	RT	23	A
DR MLK JR AVE	64+03 - 64+10	LT	4	A
DR MLK JR AVE	64+26 - 64+71	LT	26	A
DR MLK JR AVE	64+83 - 66+58	LT	98	A
DR MLK JR AVE	65+37 - 65+72	RT	19	A
DR MLK JR AVE	66+15 - 66+78	RT	35	A

REQUIRED SIDEWALK, 4" THICK (618A-000)

DR MLK JR AVE	66+89 - 67+21	RT	18	A
DR MLK JR AVE	67+32 - 67+64	RT	18	A
DR MLK JR AVE	67+75 - 68+02	RT	16	A
DR MLK JR AVE	68+13 - 68+54	RT	23	A
DR MLK JR AVE	67+02 - 68+64	LT	73	A
DR MLK JR AVE	68+74 - 70+50	LT	89	A
DR MLK JR AVE	68+96 - 68+49	RT	30	A
DR MLK JR AVE	69+60 - 70+39	RT	45	A
DR MLK JR AVE	70+49 - 71+05	RT	32	A
DR MLK JR AVE	70+67 - 71+12	LT	26	A
DR MLK JR AVE	71+47 - 72+85	RT	77	A
DR MLK JR AVE	71+50 - 72+19	LT	38	A
DR MLK JR AVE	72+32 - 72+89	LT	32	A
DR MLK JR AVE	72+97 - 73+69	RT	41	A
DR MLK JR AVE	73+13 - 73+24	LT	6	A
DR MLK JR AVE	73+35 - 74+22	LT	48	A
DR MLK JR AVE	73+64 - 74+33	RT	27	A
DR MLK JR AVE	74+35 - 74+82	LT	27	A
DR MLK JR AVE	74+64 - 75+11	RT	27	A
DR MLK JR AVE	75+11 - 75+58	LT	27	A
DR MLK JR AVE	75+24 - 76+56	RT	74	A
DR MLK JR AVE	76+03 - 76+66	LT	36	A
DR MLK JR AVE	76+80 - 78+28	LT	82	A
DR MLK JR AVE	76+99 - 78+01	RT	57	A
DR MLK JR AVE	78+17 - 79+53	RT	78	A
DR MLK JR AVE	78+44 - 78+56	LT	7	A
DR MLK JR AVE	78+68 - 79+06	LT	21	A
DR MLK JR AVE	79+17 - 80+11	LT	53	A
DR MLK JR AVE	80+04 - 80+84	RT	45	A
DR MLK JR AVE	80+48 - 81+07	LT	33	A
DR MLK JR AVE	81+19 - 82+75	RT	88	A
KENNEDY ST	310+38 - 310+72	LT	27	A
DR MLK JR AVE	81+27 - 81+59	LT	18	A
DR MLK JR AVE	81+73 - 82+80	LT	60	A
DR MLK JR AVE	83+19 - 84+67	RT	83	A
DR MLK JR AVE	83+17 - 85+40	LT	128	A
DR MLK JR AVE	85+23 - 86+92	RT	82	A
DR MLK JR AVE	85+91 - 86+85	LT	53	A
DR MLK JR AVE	87+01 - 87+37	LT	20	A
DR MLK JR AVE	87+18 - 88+52	RT	74	A
DR MLK JR AVE	87+53 - 88+87	LT	75	A
DR MLK JR AVE	88+80 - 97+17	RT	465	A
DR MLK JR AVE	90+41 - 91+48	LT	60	A
DR MLK JR AVE	91+72 - 94+14	LT	134	A
DR MLK JR AVE	94+38 - 95+18	LT	44	A
DR MLK JR AVE	95+31 - 97+05	LT	97	A
DR MLK JR AVE	97+46 - 99+46	RT	175	A
TOTAL			5658	

REQUIRED SIDEWALK, 6" THICK (618A-001)

BASELINE	STATION	SIDE	SIDEWALK (SQ YD)	STD OR SPECIAL DWG NO
DR MLK JR AVE	41+45 - 41+82	LT	20	A
DR MLK JR AVE	43+78 - 44+15	LT	20	A
DR MLK JR AVE	44+58 - 44+80	RT	14	A
DR MLK JR AVE	44+85 - 45+27	LT	23	A
DR MLK JR AVE	45+36 - 45+49	RT	7	A
DR MLK JR AVE	45+76 - 46+02	RT	15	A
DR MLK JR AVE	46+37 - 46+54	RT	10	A
DR MLK JR AVE	47+13 - 47+33	LT	11	A
DR MLK JR AVE	48+82 - 48+97	LT	8	A
DR MLK JR AVE	49+17 - 49+31	LT	8	A
DR MLK JR AVE	49+75 - 49+87	RT	7	A
DR MLK JR AVE	49+94 - 50+24	RT	17	A
DR MLK JR AVE	50+82 - 50+97	RT	8	A
DR MLK JR AVE	51+24 - 51+38	RT	8	A
DR MLK JR AVE	51+61 - 51+86	LT	14	A
DR MLK JR AVE	52+53 - 52+77	RT	13	A
DR MLK JR AVE	54+13 - 54+29	RT	9	A
DR MLK JR AVE	54+49 - 54+63	LT	8	A
DR MLK JR AVE	55+04 - 55+17	LT	8	A
DR MLK JR AVE	55+11 - 55+21	RT	6	A
DR MLK JR AVE	55+29 - 55+38	RT	6	A
DR MLK JR AVE	57+49 - 57+63	LT	8	A
DR MLK JR AVE	58+01 - 51+13	LT	7	A
DR MLK JR AVE	58+44 - 58+68	LT	14	A
DR MLK JR AVE	60+21 - 60+35	RT	8	A
DR MLK JR AVE	60+42 - 60+65	LT	13	A
DR MLK JR AVE	60+96 - 61+09	LT	6	A
DR MLK JR AVE	62+45 - 62+73	RT	15	A
DR MLK JR AVE	62+76 - 62+87	RT	7	A
DR MLK JR AVE	62+97 - 63+08	RT	7	A
DR MLK JR AVE	63+27 - 63+38	RT	7	A
DR MLK JR AVE	63+72 - 63+83	RT	7	A
DR MLK JR AVE	63+87 - 84+04	LT	8	A
DR MLK JR AVE	64+10 - 64+27	LT	10	A
DR MLK JR AVE	64+62 - 64+73	RT	7	A
DR MLK JR AVE	64+71 - 64+84	LT	8	A
DR MLK JR AVE	65+13 - 65+40	RT	14	A
DR MLK JR AVE	66+78 - 66+89	RT	7	A
DR MLK JR AVE	67+21 - 67+32	RT	7	A
DR MLK JR AVE	67+64 - 67+75	RT	7	A
DR MLK JR AVE	68+02 - 68+13	RT	7	A
DR MLK JR AVE	68+62 - 68+78	LT	8	A
DR MLK JR AVE	69+49 - 69+60	RT	6	A
DR MLK JR AVE	70+38 - 70+49	RT	6	A
DR MLK JR AVE	70+49 - 70+67	RT	10	A
DR MLK JR AVE	72+18 - 72+32	LT	8	A
DR MLK JR AVE	72+84 - 72+97	RT	7	A
DR MLK JR AVE	72+89 - 73+14	LT	14	A
DR MLK JR AVE	73+24 - 73+36	RT	7	A
DR MLK JR AVE	73+69 - 73+85	RT	9	A
DR MLK JR AVE	74+21 - 74+35	LT	8	A
DR MLK JR AVE	74+82 - 75+12	LT	17	A
DR MLK JR AVE	75+10 - 75+24	RT	8	A
DR MLK JR AVE	76+68 - 76+80	LT	8	A
DR MLK JR AVE	78+00 - 78+17	RT	10	A
DR MLK JR AVE	78+27 - 78+44	LT	10	A
DR MLK JR AVE	78+55 - 78+69	LT	8	A
DR MLK JR AVE	79+05 - 79+19	LT	7	A
DR MLK JR AVE	80+83 - 81+19	RT	20	A
DR MLK JR AVE	81+06 - 81+28	LT	12	A
DR MLK JR AVE	81+59 - 81+74	LT	9	A
DR MLK JR AVE	84+67 - 85+23	RT	32	A
DR MLK JR AVE	86+84 - 87+01	LT	10	A
DR MLK JR AVE	86+92 - 87+20	RT	16	A
DR MLK JR AVE	87+37 - 87+53	LT	9	A
DR MLK JR AVE	88+51 - 88+81	RT	17	A
DR MLK JR AVE	88+86 - 88+99	LT	7	A
DR MLK JR AVE	91+48 - 91+73	LT	14	A
DR MLK JR AVE	94+13 - 94+39	LT	14	A
DR MLK JR AVE	95+17 - 95+31	LT	8	A
TOTAL			733	

STD OR SPECIAL DWG NO.	
A	SHEET 2D

RESPONSIBLE PE›	SUPERVISOR›	DESIGNER›	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE›	DATE›	DATE›	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(280)	2025	3E

REQUIRED CONCRETE DRIVEWAY 6" THICK (INCLUDES WIRE MESH) (618B-003)

BASELINE	STATION	SIDE	AREA (SQ YD)	REMARKS	STD OR SPECIAL DWG NO
DR MLK JR AVE	41+44 - 41+84	LT	16		F, I, J
DR MLK JR AVE	43+77 - 44+16	LT	17		F, I, J
DR MLK JR AVE	44+53 - 44+84	RT	14		F, I, J
DR MLK JR AVE	44+81 - 45+27	LT	10		F, I, J
DR MLK JR AVE	45+34 - 45+62	RT	6		F, I, J
DR MLK JR AVE	45+89 - 46+08	RT	15		F, I, J
DR MLK JR AVE	46+36 - 46+56	LT	3		F, I, J
DR MLK JR AVE	47+11 - 47+35	LT	7		F, I, J
DR MLK JR AVE	48+79 - 49+00	LT	8		F, I, J
DR MLK JR AVE	49+14 - 49+35	LT	8		F, I, J
DR MLK JR AVE	49+71 - 49+90	RT	7		F, I, J
DR MLK JR AVE	49+90 - 50+27	RT	17		F, I, J
DR MLK JR AVE	50+81 - 51+00	RT	7		F, I, J
DR MLK JR AVE	51+20 - 51+41	RT	6		F, I, J
DR MLK JR AVE	51+58 - 51+89	LT	8	CONCRETE APRON	F, I, J
DR MLK JR AVE	52+50 - 52+80	LT	16		F, I, J
DR MLK JR AVE	54+10 - 54+32	RT	9		F, I, J
DR MLK JR AVE	54+45 - 54+66	LT	8		F, I, J
DR MLK JR AVE	55+01 - 55+20	LT	8		F, I, J
DR MLK JR AVE	55+07 - 55+24	RT	6		F, I, J
DR MLK JR AVE	55+25 - 55+42	RT	6		F, I, J
DR MLK JR AVE	57+48 - 57+96	LT	7		F, I, J
DR MLK JR AVE	57+96 - 58+16	LT	6		F, I, J
DR MLK JR AVE	60+17 - 60+38	RT	11		F, I, J
DR MLK JR AVE	60+53 - 60+65	LT	4		F, I, J
DR MLK JR AVE	60+96 - 61+09	LT	3		F, I, J
DR MLK JR AVE	62+42 - 62+76	RT	8	CONCRETE APRON	F, I, J
DR MLK JR AVE	63+77 - 64+05	LT	16	CONCRETE APRON	F, I, J
DR MLK JR AVE	64+08 - 64+37	LT	17	CONCRETE APRON	F, I, J
DR MLK JR AVE	64+68 - 64+87	LT	6		F, I, J
DR MLK JR AVE	65+10 - 65+43	RT	9	CONCRETE APRON	F, I, J
DR MLK JR AVE	68+59 - 68+81	LT	7		F, I, J
DR MLK JR AVE	69+45 - 69+84	RT	8		F, I, J
DR MLK JR AVE	70+34 - 70+52	RT	8		F, I, J
DR MLK JR AVE	70+46 - 70+70	LT	9		F, I, J
DR MLK JR AVE	72+15 - 72+38	LT	8		F, I, J
DR MLK JR AVE	72+81 - 73+01	RT	8		F, I, J
DR MLK JR AVE	72+85 - 73+17	LT	14		F, I, J
DR MLK JR AVE	73+21 - 73+39	LT	7		F, I, J
DR MLK JR AVE	73+65 - 73+88	RT	9	CONCRETE APRON	F, I, J
DR MLK JR AVE	74+18 - 74+38	LT	9		F, I, J
DR MLK JR AVE	74+78 - 74+97	LT	8		F, I, J
DR MLK JR AVE	74+97 - 75+15	LT	8		F, I, J
DR MLK JR AVE	75+07 - 75+28	RT	8		F, I, J
DR MLK JR AVE	76+62 - 76+84	LT	10		F, I, J
DR MLK JR AVE	77+97 - 78+21	RT	10		F, I, J
DR MLK JR AVE	78+24 - 78+47	LT	12		F, I, J
DR MLK JR AVE	78+52 - 78+72	LT	10		F, I, J
DR MLK JR AVE	79+02 - 79+22	LT	10		F, I, J
DR MLK JR AVE	80+80 - 81+22	RT	18	CONCRETE APRON	F, I, J
DR MLK JR AVE	81+03 - 81+31	LT	12		F, I, J
DR MLK JR AVE	81+55 - 81+77	LT	9		F, I, J
DR MLK JR AVE	84+63 - 85+26	RT	30	CONCRETE APRON	F, I, J
DR MLK JR AVE	86+81 - 87+04	LT	10		F, I, J
DR MLK JR AVE	86+85 - 87+24	RT	14	CONCRETE APRON	F, I, J
DR MLK JR AVE	87+34 - 87+57	LT	10		F, I, J
DR MLK JR AVE	88+48 - 88+85	RT	12	CONCRETE APRON	F, I, J
DR MLK JR AVE	88+83 - 89+02	LT	10		F, I, J
DR MLK JR AVE	91+44 - 91+76	LT	16	CONCRETE APRON	F, I, J
DR MLK JR AVE	94+10 - 94+42	LT	18	CONCRETE APRON	F, I, J
DR MLK JR AVE	95+14 - 95+35	LT	11	CONCRETE APRON	F, I, J
TOTAL			623		

REQUIRED CURB RAMP & DETECTABLE WARNING SURFACE

BASELINE	STATION	SIDE	CURB RAMP (SQ YD) (618D-000)	DETECTABLE WARNING SURFACE (SQ FT) (618C-001)	STD OR SPECIAL DWG NO
DR MLK JR AVE	32+69	RT	5	10	E
DR MLK JR AVE	33+25	RT	5	10	E
DR MLK JR AVE	33+74	LT	4	10	E
DR MLK JR AVE	33+98	RT	6	10	E
DR MLK JR AVE	34+11	LT	6	10	E
DR MLK JR AVE	34+22	LT	2	10	E
DR MLK JR AVE	34+24	RT	7	10	E
DR MLK JR AVE	43+64	RT	5	10	E
DR MLK JR AVE	44+21	RT	7	10	E
DR MLK JR AVE	46+63	RT	6	10	E
DR MLK JR AVE	47+04	RT	5	10	E
DR MLK JR AVE	47+81	LT	5	10	E
DR MLK JR AVE	48+26	RT	5	10	E
DR MLK JR AVE	48+32	LT	2	10	E
DR MLK JR AVE	48+65	LT	2	10	E
DR MLK JR AVE	48+70	RT	7	10	E
DR MLK JR AVE	50+87	LT	5	10	E
DR MLK JR AVE	51+27	LT	4	10	E
DR MLK JR AVE	52+66	RT	10	10	E
DR MLK JR AVE	53+08	RT	4	10	E
DR MLK JR AVE	53+75	LT	5	10	E
DR MLK JR AVE	54+20	LT	11	10	E
DR MLK JR AVE	56+20	RT	4	10	E
DR MLK JR AVE	56+58	RT	4	10	E
DR MLK JR AVE	56+68	LT	4	10	E
DR MLK JR AVE	57+08	LT	4	10	E
DR MLK JR AVE	59+66	LT	6	10	E
DR MLK JR AVE	60+07	LT	3	10	E
DR MLK JR AVE	62+05	RT	2	10	E
DR MLK JR AVE	62+06	LT	4	10	E
DR MLK JR AVE	62+47	LT	4	10	E
DR MLK JR AVE	65+76	RT	10	10	E
DR MLK JR AVE	66+09	RT	11	10	E
DR MLK JR AVE	66+62	LT	4	10	E
DR MLK JR AVE	67+00	LT	4	10	E
DR MLK JR AVE	68+56	RT	5	10	E
DR MLK JR AVE	68+86	LT	2	10	E
DR MLK JR AVE	68+94	RT	5	10	E
DR MLK JR AVE	71+08	RT	4	10	E
DR MLK JR AVE	71+15	LT	5	10	E
DR MLK JR AVE	71+44	RT	4	10	E
DR MLK JR AVE	71+47	LT	4	10	E
DR MLK JR AVE	74+35	RT	4	10	E
DR MLK JR AVE	74+61	RT	4	10	E
DR MLK JR AVE	75+61	LT	4	10	E
DR MLK JR AVE	75+99	LT	5	10	E
DR MLK JR AVE	76+59	RT	4	10	E
DR MLK JR AVE	76+97	RT	4	10	E
DR MLK JR AVE	79+55	RT	4	10	E
DR MLK JR AVE	79+95	RT	12	10	E
DR MLK JR AVE	80+12	LT	4	10	E
DR MLK JR AVE	80+45	LT	4	10	E
DR MLK JR AVE	82+78	RT	4	10	E
DR MLK JR AVE	82+83	LT	4	10	E
DR MLK JR AVE	83+10	LT	8	10	E
DR MLK JR AVE	83+15	RT	8	10	E
DR MLK JR AVE	85+47	LT	12	10	E
DR MLK JR AVE	85+88	LT	4	10	E
DR MLK JR AVE	87+29	RT	4	10	E
DR MLK JR AVE	87+28	LT	3	10	E
DR MLK JR AVE	89+96	LT	4	10	E

REQUIRED CURB RAMP & DETECTABLE WARNING SURFACE

BASELINE	STATION	SIDE	CURB RAMP (SQ YD) (618D-000)	DETECTABLE WARNING SURFACE (SQ FT) (618C-001)	STD OR SPECIAL DWG NO
DR MLK JR AVE	90+35	LT	6	10	E
DR MLK JR AVE	97+08	LT	4	10	E
DR MLK JR AVE	97+43	LT	7	10	E
TOTAL			328	640	

REQUIRED ORNAMENTAL HANDRAIL (517A-004)

BASELINE	STATION	SIDE	LENGTH (LIN FT)	STD OR SPECIAL DWG NO
DR MLK JR AVE	37+27 - 39+56	LT	230	G
DR MLK JR AVE	37+28 - 39+57	RT	230	G
TOTAL			460	

REQUIRED STEEL BEAM GUARDRAIL, CLASS A, TYPE 2 AND END ANCHORS

ITEM NO				630A-001	630C-079	630C-080	
BASELINE	FROM STATION	TO STATION	SIDE	GUARDRAIL CLASS A, TYPE 2 (LIN FT)	GUARDRAIL END ANCHOR TYPE 13 (MASH) (EACH)	GUARDRAIL END ANCHOR TYPE 20 SERIES (MASH) (EACH)	STD OR SPECIAL DWG NO
DR MLK JR AVE	35+70	37+25	RT	80	1	1	A,B,C,D
DR MLK JR AVE	35+70	37+00	LT	80		1	A,B,C,D
DR MLK JR AVE	39+58	41+13	LT	80	1	1	A,B,C,D
DR MLK JR AVE	39+58	41+13	RT	80	1	1	A,B,C,D
TOTALS				320	3	4	

REQUIRED PERMANENT EASEMENT MARKER

ITEM NO			602C-000	
BASELINE	STATION	OFFSET	ROW MARKERS (EACH)	STD OR SPECIAL DWG NO
DR MLK JR AVE	82+50.91	31.06' RT	1	H
DR MLK JR AVE	82+51.00	44.25' RT	1	H
DR MLK JR AVE	82+74.14	65.62' RT	1	H
DR MLK JR AVE	97+43.48	40.00' LT	1	H
DR MLK JR AVE	99+45.48	40.00' LT	1	H
TOTAL			5	

REQUIRED FENCE RESET (637A-000)

BASELINE	STATION	SIDE	LENGTH (LIN FT)
DR MLK JR AVE	65+03 - 65+87	LT	88
DR MLK JR AVE	83+95 - 85+42	LT	160
TOTAL			248

STD OR SPECIAL DWG NO.	
A	GR-630-S
B	GR-630-FD
C	GA-630-13(M)
D	GA-630-20
E	SW-618
F	SHEET 2C
G	SHEET 2K
H	M-602-E
I	SHEET 2L
J	SHEET 2M

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3F

REQUIRED CURB AND GUTTER

ITEM NO				623A-000	623B-002	623C-003	
BASELINE	FROM STATION	TO STATION	SIDE	CONCRETE GUTTER (LIN FT)	CONCRETE CURB, TYPE A (LIN FT)	COMINATION CURB AND GUTTER, TYPE C (MODIFIED) (LIN FT)	STD OR SPECIAL DWG NO
DR MLK JR AVE	33+23	34+00	RT			77	A
DR MLK JR AVE	34+21	37+04	RT	6		247	A
DR MLK JR AVE	34+11	37+04	LT	6		257	A
DR MLK JR AVE	39+79	43+72	RT	10		372	A
DR MLK JR AVE	39+79	44+85	LT	82		317	A
DELANEY ST	100+40	100+74	RT			34	A
DR MLK JR AVE	44+12	45+10	RT	41		51	A
DR MLK JR AVE	45+10	46+71	RT	66	131		A
DR MLK JR AVE	44+84	47+88	LT	94	227		A
LINCOLN ST	110+79	111+11	RT	5	37		A
DR MLK JR AVE	47+04	48+28	RT		129		A
N LAFAYETTE ST	120+89	121+20	LT	7	20		A
N LAFAYETTE ST	120+88	121+08	RT	6	25		A
BIZZEL AVE	130+19	130+57	RT	5	32		A
DR MLK JR AVE	48+26	50+87	LT	48	229		A
DR MLK JR AVE	48+66	52+68	RT	96	347		A
PATTON AVE	140+29	140+48	LT	6	15		A
PATTON AVE	140+18	140+47	RT	8	22		A
DR MLK JR AVE	51+25	53+76	LT	61	214		A
LEXINGTON AVE	150+57	150+80	LT	7	16		A
LEXINGTON AVE	150+58	150+68	RT	7	6		A
DR MLK JR AVE	53+06	56+21	RT	57	287		A
BELSAW AVE	160+29	160+43	LT	9	10		A
BELSAW AVE	160+17	160+43	RT	11	16		A
DR MLK JR AVE	54+19	56+68	LT	40	229		A
RYLANDS ST	170+51	170+79	LT	9	10		A
RYLANDS ST	170+59	170+70	RT	6	6		A
DR MLK JR AVE	56+54	65+85	RT	99	849		A
ENGLISH ST	180+25	180+34	LT	8	4		A
ENGLISH ST	180+16	180+34	RT	9	10		A
DR MLK JR AVE	57+08	59+65	LT	38	231		A
CEDAR AVE	190+25	190+45	LT	9	18		A
CEDAR AVE	190+14	190+45	RT	11	22		A
DR MLK JR AVE	60+11	62+13	LT	36	160		A
PEACH ST	200+24	200+37	LT		13		A
PEACH ST	200+19	200+37	RT	7	18		A
DR MLK JR AVE	62+56	66+69	LT	86	379		A
DR MLK JR AVE	66+95	71+17	LT	58	386		A
DR MLK JR AVE	66+03	68+60	RT	31	241		A
DR MLK JR AVE	68+86	71+12	RT	53	208		A
TERRILL ST	240+61	240+69	LT		8		A
TERRILL ST	240+62	240+69	RT		7		A
HICKORY ST	250+21	250+35	LT	7	8		A
HICKORY ST	250+23	250+37	RT	6	6		A
DR MLK JR AVE	71+44	75+54	LT	128	355		A
DR MLK JR AVE	71+40	74+39	RT	58	273		A
MARSHALL ALLEY	260+66	260+70	LT		4		A
MARSHALL ALLEY	260+66	260+68	RT		2		A
DR MLK JR AVE	74+58	76+63	RT	35	180		A
PLUM ST	270+19	270+34	LT	8	13		A
PLUM ST	270+19	270+34	RT	8	14		A
DR MLK JR AVE	76+07	80+10	LT	87	362		A
CLAY ST	280+64	280+69	LT		6		A
CLAY ST	280+63	280+69	RT		6		A
DR MLK JR AVE	76+92	79+62	RT	40	248		A
GASTON ST	290+61	290+69	LT		8		A
GASTON ST	290+59	290+67	RT		7		A
MAPLE ST	300+19	300+32	LT	6	10		A
MAPLE ST	300+19	300+31	RT	7	7		A

REQUIRED CURB AND GUTTER

ITEM NO				623A-000	623B-002	623C-003	
BASELINE	FROM STATION	TO STATION	SIDE	CONCRETE GUTTER (LIN FT)	CONCRETE CURB, TYPE A (LIN FT)	COMINATION CURB AND GUTTER, TYPE C (MODIFIED) (LIN FT)	STD OR SPECIAL DWG NO
DR MLK JR AVE	79+89	82+82	RT	57	257		A
DR MLK JR AVE	80+47	82+87	LT	58	207		A
KENNEDY ST	310+65	310+70	LT		5		A
KENNEDY ST	310+64	310+68	RT		3		A
DR EB GOODE DR	320+27	320+34	LT		7		A
DR EB GOODE DR	320+27	320+33	RT		5		A
DR MLK JR AVE	83+11	96+99	RT	158	1268		A
DR MLK JR AVE	83+08	85+53	LT	22	235		A
MONDAY ST	330+35	330+42	LT		8		A
MONDAY ST	330+26	330+41	RT		15		A
DR MLK JR AVE	85+83	90+00	LT	88	369		A
DAVIDSON ST	340+36	340+45	LT		9		A
DAVIDSON ST	340+22	340+45	RT		22		A
DR MLK JR AVE	90+30	97+10	LT	94	630		A
MARMOTTE ST	350+30	350+39	LT	7	4		A
MARMOTTE ST	350+21	350+38	RT	10		17	A
DR MLK JR AVE	96+99	99+34	RT		30	183	A
DR MLK JR AVE	97+41	99+42	LT			173	A
TOTAL				2024	9147	1728	

REQUIRED CLEANING EXISTING PIPE (LESS THAN OR EQUAL 48" HORIZONTAL OPENING) (534E-001)

BASELINE	STATION	SIDE	PIPE SIZE (IN)	LENGTH (LIN FT)
DR MLK JR AVE	29+73	RT	48	479
DR MLK JR AVE	34+51	LT/RT	18	40
DR MLK JR AVE	34+51	RT/LT	48	300
DR MLK JR AVE	42+33	RT/LT	15	44
DR MLK JR AVE	42+33	LT	36	20
DR MLK JR AVE	42+33	LT	12	20
DR MLK JR AVE	42+65	LT	30	555
DELANEY ST	100+33	CL	12	113
DR MLK JR AVE	45+30	LT	6	50
DR MLK JR AVE	45+30	LT	6	50
DR MLK JR AVE	45+30	LT	10	10
DR MLK JR AVE	47+00	LT	6	50
DR MLK JR AVE	47+00	LT	6	50
DR MLK JR AVE	47+00	LT	10	13
LINCOLN ST	110+00	CL	29X18	93
N LAFAYETTE ST	120+43	CL	30	117
N LAFAYETTE ST	120+83	RT	18	30
N LAFAYETTE ST	120+97	RT	10	30
DR MLK JR AVE	48+38	RT	24	485
DR MLK JR AVE	49+00	RT	6	50
DR MLK JR AVE	49+00	RT	6	50
DR MLK JR AVE	49+00	RT/LT	10	41
DR MLK JR AVE	49+00	LT	6	25
DR MLK JR AVE	50+78	RT	6	50
DR MLK JR AVE	50+78	RT/LT	10	41
DR MLK JR AVE	50+78	LT	6	25
LEXINGTON AVE	150+29	CL	18	55
DR MLK JR AVE	53+17	LT/RT	10	41
DR MLK JR AVE	53+17	RT	6	25
DR MLK JR AVE	53+18	LT	4	20
DR MLK JR AVE	53+17	RT	18	337
DR MLK JR AVE	54+83	LT	6	25
DR MLK JR AVE	54+83	LT/RT	10	41
DR MLK JR AVE	54+83	RT	6	25

REQUIRED CLEANING EXISTING PIPE (LESS THAN OR EQUAL 48" HORIZONTAL OPENING) (534E-001)

BASELINE	STATION	SIDE	PIPE SIZE (IN)	LENGTH (LIN FT)
RYLANDS ST	170+35	CL	12	83
DR MLK JR AVE	56+57	RT	15	571
DR MLK JR AVE	56+57	RT	10	4
DR MLK JR AVE	56+57	RT	8	27
ENGLISH ST	180+62	CL	15	111
DR MLK JR AVE	58+43	LT/RT	12	41
DR MLK JR AVE	58+43	RT	8	26
DR MLK JR AVE	58+43	RT	6	33
CEDAR AVE	190+64	CL	15	126
DR MLK JR AVE	60+46	LT	6	50
DR MLK JR AVE	60+46	LT/RT	10	38
DR MLK JR AVE	61+83	LT/RT	10	36
DR MLK JR AVE	61+83	LT	6	15
PEACH ST	200+60	CL	15	138
DR MLK JR AVE	62+30	RT	12	455
DR MLK JR AVE	63+68	LT/RT	12	40
DR MLK JR AVE	63+68	LT	18	20
DR MLK JR AVE	63+68	RT	10	5
DR MLK JR AVE	63+66	RT	12	30
CUBA ST	210+64	CL	12	87
DR MLK JR AVE	66+10	LT	6	40
DR MLK JR AVE	66+10	LT/RT	10	40
LIVE OAK ST	220+58	CL	12	158
DR MLK JR AVE	68+00	RT	15	328
DR MLK JR AVE	68+44	LT/RT	8	37
N ANN ST	230+37	CL	15	50
DR MLK JR AVE	71+00	LT/RT	10	40
TERRIL ST	240+35	CL	12	100
DR MLK JR AVE	71+29	RT	18	409
DR MLK JR AVE	73+17	LT/RT	10	36
DR MLK JR AVE	75+38	RT	24	2385
DR MLK JR AVE	78+00	LT/RT	12	39
DR MLK JR AVE	80+00	LT	6	39
DR MLK JR AVE	80+00	LT/RT	10	47
DR MLK JR AVE	82+70	LT/RT	10	66
DR MLK JR AVE	85+42	RT/LT	15	56
DR MLK JR AVE	85+37	LT	10	47
MONDAY ST	330+66	CL	12	100
DR MLK JR AVE	85+63	LT	18	777
DR MLK JR AVE	87+76	CL	10	42
DR MLK JR AVE	90+48	CL	10	48
DR MLK JR AVE	93+32	LT	12	30
DR MLK JR AVE	93+40	LT	20	645
DR MLK JR AVE	94+89	LT/RT	12	20
DR MLK JR AVE	96+71	RT	10	10
MARMOTTE ST	350+68	LT	12	75
DR MLK JR AVE	97+23	RT	10	10
DR MLK JR AVE	99+35	RT	18	15
DR MLK JR AVE	99+36	RT	29X18	50
TOTAL				11075

REQUIRED CLEANING EXISTING CULVERT (LESS THAN OR EQUAL 48" HORIZONTAL OPENING) (534E-000)

BASELINE	STATION	SIDE	PIPE SIZE (IN)	LENGTH (LIN FT)
DR MLK JR AVE	39+23	LT	CS84	318
TOTAL				318

STD OR SPECIAL DWG NO.
A 623-XY

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(250)	2025	3G

REQUIRED TRAFFIC STRIPING, TRAFFIC CONTROL LEGEND, MARKINGS AND MARKERS

LOCATION	CLASS 2, TYPE A							CLASS W, TYPE A			TEMPORARY MARKINGS			REMOVAL		RAISED PAVEMENT MARKERS			MISCELLANEOUS			SPECIAL OR STD DWG NO
	SOLID WHITE TRAFFIC STRIPE (5" WIDE)	SOLID YELLOW TRAFFIC STRIPE (5" WIDE)	DOTTED TRAFFIC STRIPE (5" WIDE)	BROKEN WHITE TRAFFIC STRIPE (5" WIDE)	TRAFFIC CONTROL MARKINGS	SPECIALTY TRAFFIC CONTROL MARKINGS	TRAFFIC CONTROL LEGENDS	SOLID WHITE TRAFFIC STRIPE THICK (5" WIDE)	SOLID YELLOW TRAFFIC STRIPE (5" WIDE)	TRAFFIC CONTROL MARKINGS	BROKEN TEMPORARY TRAFFIC STRIPE	SOLID TEMPORARY TRAFFIC STRIPE	TEMPORARY TRAFFIC CONTROL MARKINGS	SOLID TRAFFIC STRIPE REMOVED (PAINT)	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	CLASS A-H, TYPE 2-C BI WHITE / RED FACE	CLASS A-H, TYPE 2-D BI YELLOW FACE	CLASS A-H, TYPE 2-E BI YELLOW / RED FACE	STONE THERMO SET CROSSWALK TREATMENT	GREEN TRAFFIC CONTROL MARKINGS	CYCLE LANE SEPARATOR, ZEBRA	
	MILE	MILE	LIN FT	LIN FT	SQ FT	SQ FT	SQ FT	LIN FT	LIN FT	SQ FT	LIN FT	MILE	SQ FT	LIN FT	LIN FT	EACH	EACH	EACH	SQ FT	SQ FT	EACH	
	701A-227	701A-230	701B-207	701G-242	703A-002	703H-000	703B-002	701G-145	701G-154	703A-011	701E-010	701C-001	703D-001	701H-000	701H-005	705A-030	705A-037	705A-038	SP-002	SP-003	SP-004	
DR MLK JR AVE	6.60	2.04	7481.37	200.11	2481.87	220.5	67.23	1404	468	21	200.11	10	2481.87	940	470	17	130	39	2156	13918	1480	A,B,C,D,E,F,G,H
DELANEY ST		0.01			163.64	21							163.64				1					A,D,E,G,H
LINCOLN ST	0.01	0.01			138.41	21							138.41				1					A,D,E,G,H
BIZZEL AVE		0.01			89.86	21							89.86				1					A,D,E,G,H
N LAFAYETTE ST	0.03	0.02			131.48	10.5							131.48				2					A,D,E,G,H
PATTON AVE		0.01			152.62	21							152.62				1					A,D,E,G,H
LEXINGTON AVE		0.01			156.81	21							156.81				1					A,D,E,G,H
BELSAW AVE		0.01			152.95	21							152.95				1					A,D,E,G,H
RYLANDS ST		0.01			123.22	21							123.22				1					A,D,E,G,H
ENGLISH ST		0.01			139.88	21							139.88				1					A,D,E,G,H
CEDAR AVE		0.01			138.80	31.5							138.80				1					A,D,E,G,H
PEACH ST		0.01			165.54	42							165.54				1					A,D,E,G,H
CUBA ST		0.00			70.06	21							70.06									A,D,E,G,H
LIVE OAK ST		0.01			124.15	21							124.15				1					A,D,E,G,H
N ANN ST		0.01			139.59	31.5							139.59				1					A,D,E,G,H
TERRILL ST		0.01			123.29	21							123.29				1					A,D,E,G,H
HICKORY ST		0.01			107.99	21							107.99				1					A,D,E,G,H
MARSHALL ALLEY					102.23	21							102.23									A,D,E,G,H
PLUM ST		0.01			123.56	21							123.56				1					A,D,E,G,H
CLAY ST		0.01			137.89	21							137.89				1					A,D,E,G,H
GASTON ST		0.01			165.49	21							165.49				1					A,D,E,G,H
MAPLE ST		0.01			124.31	21							124.31				1					A,D,E,G,H
KENNEDY ST		0.01			124.62	21							124.62				1					A,D,E,G,H
DR EB GOODE DR		0.01			63.89	21							63.89				1					A,D,E,G,H
MONDAY ST		0.01			137.31	21							137.31				1					A,D,E,G,H
DAVIDSON ST		0.01			151.21	21							151.21				1					A,D,E,G,H
MARMOTTE ST		0.01			138.14	10.5							138.14				1					A,D,E,G,H
BROAD ST					66.99								66.99									A,D,E,G,H
TOTAL	7	3	7481	200	5936	788	67	1404	468	21	200	10	5936	940	470	17	146	39	2156	13918	1480	

STD OR SPECIAL DWG NO.	
A	PS-701-6
B	IPS-701-7
C	PS-701-7
D	TCM-703 (2 SHEETS)
E	CW-703
F	PM-705-1
G	PM-705-2
H	PM-705-6

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3H

REQUIRED CLASS 4 AND CLASS 10 ROADWAY SIGNS

SIGN ASSEMBLY I.D. NO.	PLAN SHEET NO.	LOCATION	SIDE	NO. OF POSTS	SLOPE (:1)	REQD. ROADWAY SIGN POST (#3 U-CHANNEL, GALVANIZED STEEL OR 2" 14 GA SQUARE TUBULAR STEEL) 710B-021 (LIN FT)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB UTILITY) 730Y-001 (LS)	D3-1	D11-11	D11-12	M6-2 (LT)	M6-2 (RT)	M6-3	R1-1	R2-1(30)	R3-7R	R8-1(RT)	R10-3	S1-1	W8-1	W11-15	W16-7p	W16-8p	710A-170 CLASS 4, ALUM. FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND) (SQ FT)	710A-180 CLASS 10, ALUM. FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND) (SQ FT)	710A-185 CLASS 10, ALUM. FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT) (SQ FT)	710C-000 REMOVAL OF EXISTING ROADWAY SIGNS (LUMP SUM)	STD OR SPECIAL DWG NO
								STREET NAME SIGN	BIKE ROUTE	PEDESTRIAN ROUTE	MERGE LEFT ARROW	MERGE RIGHT ARROW	STRAIGHT AHEAD ARROW	STOP	SPEED LIMIT 30 MPH	RIGHT LANE MUST TURN RIGHT	ONE WAY RIGHT	PUSH BUTTON FOR GREEN LIGHT	ADVANCED SCHOOL WARNING	BIKE LANE ENDS	BIKE/PEDESTRIAN	ARROW POINTING DOWN LEFT SIDE	AHEAD				
								EXPRESS	BIKE	BIKE	STD	STD	MIN	STD	STD	STD	STD	STD	STD	STD	STD	STD	STD				
								SHS-22/ARX18"	18"X18"	18"X18"	SHS-21 21"X15"	SHS-21 21"X15"	SHS-21 21"X15"	SHS-1 36"X36"	SHS-1 24"X30"	SHS-2 30"X30"	SHS-4 36"X12"	SHS-7 9"X12"	SHS-11 36"X36"	SHS-28 36"X36"	36"x36"	SHS-11 24"X12"	SHS-11 24"X12"				
1	50	DR MLK JR	RT	1	6	14										1								6.25				A,B,C,D,E,H
2	50	DR MLK JR	LT	1	6	14														1				9				A,B,C,D,E,N
3	50	DR MLK JR	RT	1	6		1											1			1	1		9.75		2		A,B,C,D,E,J,K
4	50	DR MLK JR	LT	1	6		1											1			1	1		9.75		2		A,B,C,D,E,J,K
5	52	DELANEY ST	RT	1	6	14		2						1										11	7.46			A,B,C,D,E,F,G,M
6	52	DR MLK JR	RT	1	6	14									1									5				A,B,C,D,E,G
7		OMITTED																										
8	53	LINCOLN ST	RT	1	6	14		2						1										10.5	7.46			A,B,C,D,E,F,G
9	54	PATTON AVE	LT	1	6	14		2						1										10.5	7.46			A,B,C,D,E,F,G
10	54	LEXINGTON AVE	RT	1	6	14		2						1										12	7.46			A,B,C,D,E,F,G
11	54	BELSAW AVE	LT	1	6	14		2						1										11	7.46			A,B,C,D,E,F,G
12	55	RYLANDS ST	RT	1	6	14		2						1										11	7.46			A,B,C,D,E,F,G
13	55	ENGLISH ST	LT	1	6	14		2						1										10.5	7.46			A,B,C,D,E,F,G
14	56	DR MLK JR	LT	1	6	14									1									5				A,B,C,D,E,G
15	55	CUBA ST	RT	1	6	14		2									1							10	3			A,B,C,D,E,I
16	57	DR MLK JR	RT	1	6	14									1									5				A,B,C,D,E,G
17	58	HICKORY ST	LT	1	6	14		2						1										11	7.46			A,B,C,D,E,F,G
18	58	TERRILL ST	RT	1	6	14		2						1										10	7.46			A,B,C,D,E,F,G
19	58	MARSHALL ST	RT	1	6	14		2						1										11	7.46			A,B,C,D,E,F,G
20	58	PLUM ST	LT	1	6	14		1						1										2.5	7.46			A,B,C,D,E,F,G
21	59	CLAY ST	RT	1	6	14		2						1										10	7.46			A,B,C,D,E,F,G
22	59	GASTON ST	RT	1	6	14		2						1										10.5	7.46			A,B,C,D,E,F,G
23	59	MAPLE ST	LT	1	6	14		2						1										10	7.46			A,B,C,D,E,F,G
24	60	DR MLK JR	RT	1	6	14													1				1			8.75		A,B,C,D,E,K
25	60	MONDAY ST	LT	1	6	14		2						1										11	7.46			A,B,C,D,E,F,G
26	61	DR MLK JR	RT	1	6	14													1			1				8.75		A,B,C,D,E,K
27	61	DR MLK JR	LT	1	6	14													1			1				8.75		A,B,C,D,E,K
28	61	DR MLK JR	LT	1	6	14													1				1			8.75		A,B,C,D,E,K
29	61	DAVIDSON ST	LT	1	6	14		2						1										11	7.46			A,B,C,D,E,G
30	62	DR MLK JR	LT	1	6	14									1													A,B,C,D,E,G
31	63	MARMOTTE ST	LT	1	6	14		2						1										11.5	7.46			A,B,C,D,E,F,G
32	63	DR MLK JR	LT	1	6	14			1			1												4.44				A,B,C,D,E,L
33	63	DR MLK JR	RT	1	6	14			1	1	1		1											8.88				A,B,C,D,E,L
34	55	CEDAR AVE	LT	1	6	14		2						1										10	7.46			A,B,C,D,E,G
35	57	LIVE OAK ST	LT	1	6	14		2						1										11.5	7.46			A,B,C,D,E,G
TOTAL						448	2																	270	145	39	1	

STD OR SPECIAL DWG.NO.	
A.	IHS-710-12
B.	IHS-710-13
C.	IHS-710-14
D.	IHS-710-21
E.	IHS-710-23
F.	SL-710
G.	SHS-1
H.	SHS-2
I.	SHS-4
J.	SHS-7
K.	SHS-11
L.	SHS-21
M.	SHS-22
N.	SHS-28

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.rivenorn 24-JUL-2025 11:14 Plot Scale=1.000000'/1.000000 ACCOLORTABLE.ctb ACPENTABLE.ctb Projects\251014 - Broad Street Phase IV\Project Design\Plans Assembly\003_ST-1.sum.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	3-I

REQUIRED TRAFFIC SIGNAL PAY ITEMS (EQUIPMENT)

LOCATION	METAL TRAFFIC SIGNAL POLE FOUNDATION	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	TRAFFIC SIGNAL JUNCTION BOX TYPE S1	TRAFFIC SIGNAL JUNCTION BOX TYPE S2	1" NON-METALLIC CONDUIT	2" NON-METALLIC CONDUIT	LUMINAIRE EXTENSION ASSEMBLY, 12 FEET	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	PEDESTRIAN SIGNAL HEAD, TYPE LED	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	STD OR SPECIAL DWG NO
	730E-000	730F-000	730F-001	730F-002	730F-003	730F-004	730F-005	730F-006	730K-001	730K-002	730L-003	730L-005	730N-000	730O-115	730P-022	730P-100	730Q-001	730R-040	730T-010	756A-020	756A-022	756A-028	
	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	LIN FT	LIN FT	EACH	EACH	EACH	EACH	EACH	EACH	EACH	LIN FT	LIN FT	LIN FT	
N LAFAYETTE ST	4				3	1			2	2	104	417	4		8	3	3	1	1	87	67	130	B, C, D, E, H, I, J, K, L
PEACH ST	2						1	1	3	1	24	242	2		8	1	1	1	1		58	52	B, C, D, E, H, I, J, K, L
N ANN ST	3		1	1	1				2	1	30	274	2		6	3	3	1	1			87	B, C, D, E, H, I, J, K, L
KENNEDY ST	5	1	1	1	1			1	3	2	84	353	5	2	8	3	3	1	1		25	102	B, C, D, E, H, I, J, K, L
TOTALS	14	1	2	2	5	1	1	2	10	6	242	1286	13	2	30	10	10	4	4	87	150	386	

TRAFFIC SIGNAL PAY ITEMS (LUMP SUM)

LOCATION	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	STD OR SPECIAL DWG NO
	730A-000	730A-001	730A-002	730A-003	730A-004	730A-005	730C-000	730C-001	730C-002	730C-003	730U-400	730U-401	730U-402	730U-403	
	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	
N LAFAYETTE ST	1						1				1				A, F, G, H, I, J, K, L
CEDAR AVE		1													
PEACH ST			1					1				1			A, F, G, H, I, J, K, L
LIVE OAK ST				1											
N ANN ST					1				1				1		A, F, G, H, I, J, K, L
KENNEDY ST						1				1				1	A, F, G, H, I, J, K, L

TRAFFIC SIGNAL PAY ITEMS (LUMP SUM)

LOCATION	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS) (POLE #6)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS) (POLE #3)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #2)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #6)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	STD OR SPECIAL DWG NO
	730Y-620	730Y-621	730Y-622	730Y-623	730Y-624	730Y-625	730Y-626	730Y-627	
	LS	LS	LS	LS	LS	LS	LS	LS	
N LAFAYETTE ST	1	1							A, F, G, H, I, J, K, L
CEDAR AVE									
PEACH ST			1	1					A, F, G, H, I, J, K, L
LIVE OAK ST									
N ANN ST								1	A, F, G, H, I, J, K, L
KENNEDY ST					1	1	1		A, F, G, H, I, J, K, L

SHEET 3J TOTAL	1125 LF
THIS SHEET TOTAL	150 LF
TOTAL	1275 LF

STD 756A-022 4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION

A	T.S.D. - 730 - 1
B	T.S.D. - 730 - 2
C	T.S.D. - 730 - 2A
D	T.S.D. - 730 - 2B
E	T.S.D. - 730 - 4
F	T.S.D. - 730 - 9
G	T.S.D. - 730 - 9A
H	T.S.D. - 730 - 10
I	T.S.D. - 730 - 13
J	T.S.D. - 730 - 14
K	T.S.D. - 730 - 17
L	TSOP NO. 13

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User: hs katelyn.fincorn 24-JUL-2025 Plot Scale=1.000000'/1.000000' ANSI_C_DRAWING.stb SUPERTABLE.stb Projects\1301074 - Broad Street Phase IV\Project Design\Plans Assembly\1301074_summary.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(220)	2025	3J

REQUIRED ROADWAY LIGHTING MATERIAL LOCATIONS & QUANTITIES
4" ELECTRICAL CONDUIT 1 LINE, TYPE 5 INSTALLATION
(756A-022) LINEAR FEET

SHEET	LOCATION		QUANTITY	STD OR SPECIAL DWG
	STA. NO.	REFERENCE		
260	33+00	DR MLK JR AVE (RIGHT SIDE)	45	S
260	33+61	ACROSS DR MIL JR AVE	55	S
260	34+00	BUTCHERS LN	35	S
262	100+61	DELANEY ST	45	S
263	110+77	LINCOLN ST	30	S
263	130+35	BIZZEL AVE	40	S
263	121+18	N LAFAYETTE ST	70	S
264	140+31	PATTON AVE	30	S
264	150+75	LEXINGTON AVE	55	S
264	53+64	DR MLK JR AVE	60	S
264	160+30	BELSAW AVE	40	S
264	161+30	BELSAW AVE	45	S
265	170+54	RYLANDS ST	30	S
265	180+37	ENGLISH ST	30	S
265	190+29	CEDAR AVE	40	S
266	210+64	CUBA ST	20	S
267	220+37	LIVE OAK ST	30	S
267	230+74	N ANN ST	35	S
267	70+93	DR MLK JR AVE	45	S
268	240+65	TERRILL ST	30	S
268	250+31	HICKORY ST	30	S
268	260+65	MARSHALL ALLEY	25	S
268	270+31	PLUM ST	35	S
269	290+68	GASTON ST	35	S
270	310+63	KENNEDY ST	35	S
270	320+40	DR. E.B. GOODE DR	25	S
270	330+49	MONDAY ST	30	S
271	88+06	DR MLK JR AVE	40	S
271	340+32	DAVIDSON ST	30	S
273	350+48	MARMOTTE ST	30	S
TOTAL			☒ 1125	

SEEDING QUANTITIES SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
652A-100	SEEDING	AC	1
656A-010	MULCHING	AC	1
654A-001	SOLID SODDING (BERMUDA)	AC	3387
652C-000	MOWING	AC	2

REQUIRED EROSION CONTROL SUMMARY

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STD OR SPECIAL DWG NO
610D-003	FILTER BLANKET, GEOTEXTILE	SQ YD	180	F,G,H,I,J,K,L,M,N,O,P,Q,R
665A-000	TEMPORARY SEEDING	AC	4	
665B-001	TEMPORARY MULCHING	TON	12	
665E-000	POLYETHYLENE	SQ YD	3000	
665G-000	SAND BAGS	EACH	100	
665J-002	SILT FENCE	LIN FT	3100	
665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	TON	50	
665O-001	SILT FENCE REMOVAL	LIN FT	3100	
665Q-002	WATTLE	LIN FT	4508	
666A-001	PEST CONTROL TREATMENT	AC	2	

REQUIRED DRAINAGE SUMMARY

ENTRY NO	LOCATION: STATION	ROADWAY	SIDE	STRUCTURE NO: FROM	DRAINAGE SHEET NO: PLAN	SECTION	MANHOLE: SPECIAL 821E-000 EACH	MANHOLE: CLEANING 534C-000 EACH	INLETS: B 821C-001 EACH	INLETS: S1OR S3 (1 WING) 821C-015 EACH	INLETS: S1OR S3 (2 WING) 821C-017 EACH	INLETS: S2 OR S4 (2 WING) 821C-016 EACH	INLETS: SPECIAL 821C-030 EACH	INLET UNITS: S1 OR S3 821D-015 EACH	INLET UNITS: S2 OR S4 821D-016 EACH	SPECIAL OR STD-DWG NUMBER OR MISC DETAIL SHEET NUMBER	ENTRY NO
1	34+50.58	DR MLK JR AVE	LT	1	4	70					1					A,B	1
2	34+51.00	DR MLK JR AVE	RT	2	4	70					1			1		A,B	2
3	42+31.82	DR MLK JR AVE	RT	3	6	70					1			1		A,B	3
4	42+33.93	DR MLK JR AVE	LT	4	6	70						1			1	A,B	4
5	45+31.30	DR MLK JR AVE	LT	5	6	70							1			E	5
6	46+96.91	DR MLK JR AVE	LT	6	7	70							1			E	6
7	47+98.99	DR MLK JR AVE	RT	7	7	71							1			E	7
8	48+34.81	DR MLK JR AVE	RT	7A	7	71							1			E	8
9	49+03.21	DR MLK JR AVE	LT	8	7	71							1			E	9
10	49+04.09	DR MLK JR AVE	RT	9	7	71							1			E	10
11	50+78.76	DR MLK JR AVE	LT	10	8	71							1			E	11
12	50+78.57	DR MLK JR AVE	RT	11	8	71							1			E	12
13	53+14.18	DR MLK JR AVE	LT	12	8	71							1			E	13
14	53+20.70	DR MLK JR AVE	RT	13	8	71							1			E	14
15	54+83.24	DR MLK JR AVE	LT	14	8	72							1			E	15
16	54+82.33	DR MLK JR AVE	RT	15	8	72							1			E	16
17	56+58.88	DR MLK JR AVE	RT	16	9	72							1			E	17
18	57+19.11	DR MLK JR AVE	LT	17	9	72							1			E	18
19	58+44.00	DR MLK JR AVE	LT	18	9	72							1			E	19
20	58+42.83	DR MLK JR AVE	RT	19	9	72							1			E	20
21	60+45.16	DR MLK JR AVE	LT	20	9	73							1			E	21
22	60+92.49	DR MLK JR AVE	RT	21	9	73							1			E	22
23	61+82.95	DR MLK JR AVE	LT	22	10	73							1			E	23
24	63+68.12	DR MLK JR AVE	LT	23	10	73							1			E	24
25	63+62.62	DR MLK JR AVE	RT	24	10	74							1			E	25
26	65+49.96	DR MLK JR AVE	RT	25	10	74							1			E	26
27	66+10.12	DR MLK JR AVE	LT	26	10	74							1			E	27
28	66+56.71	DR MLK JR AVE	RT	27	11	74							1			E	28
29	68+45.52	DR MLK JR AVE	LT	28	11	75							1			E	29
30	68+46.43	DR MLK JR AVE	RT	29	11	75							1			E	30
31	70+96.81	DR MLK JR AVE	RT	30	11	75							1			E	31
32	70+99.50	DR MLK JR AVE	LT	31	11	75							1			E	32
33	73+18.39	DR MLK JR AVE	LT	32	12	75							1			E	33
34	74+22.16	DR MLK JR AVE	RT	33	12	76							1			E	34
35	75+45.98	DR MLK JR AVE	LT	34	12	76							1			E	35
36	75+58.12	DR MLK JR AVE	RT	35	12	76							1			E	36
37	76+48.46	DR MLK JR AVE	RT	36	13	76							1			E	37
38	78+14.79	DR MLK JR AVE	LT	37	13	77							1			E	38
39	79+40.68	DR MLK JR AVE	RT	38	13	77							1			E	39
40	79+97.61	DR MLK JR AVE	LT	39	13	77							1			E	40
41	82+66.29	DR MLK JR AVE	LT	40	14	77							1			E	41
42	82+67.21	DR MLK JR AVE	RT	41	14	78							1			E	42
43	85+36.11	DR MLK JR AVE	LT	42	14	78							1			E	43
44	87+76.59	DR MLK JR AVE	LT	43	15	78							1			E	44
45	87+77.98	DR MLK JR AVE	RT	44	15	78							1			E	45
46	89+84.32	DR MLK JR AVE	LT	45	15	78							1			E	46
47	90+30.10	DR MLK JR AVE	RT	46	15	79							1			E	47
48	90+58.21	DR MLK JR AVE	LT	47	15	79							1			E	48
49	93+24.69	DR MLK JR AVE	LT	48	16	79							1			E	49
50	93+32.75	DR MLK JR AVE	RT	49	16	79							1			E	50
51	94+94.99	DR MLK JR AVE	LT	50	16	79							1			E	51
52	94+91.54	DR MLK JR AVE	RT	51	16	79							1			E	52
53	96+64.64	DR MLK JR AVE	RT	52	17	79							1			E	53
54	97+24.19	DR MLK JR AVE	RT	53	17	80				1						A,B	54
55	99+21.74	DR MLK JR AVE	LT	54	17	80					1					A,B	55
56	99+21.64	DR MLK JR AVE	RT	55	17	80					1					A,B	56
57	97+11.54	DR MLK JR AVE	LT	56	17	81			1							C	57
58	84+88.64	DR MLK JR AVE	RT	57	14	81			1							C	58
59	42+74.34	DR MLK JR AVE	LT	200			1	1								D	59
60	46+02.30	DR MLK JR AVE	LT	201			1	1								D	60
61	59+89.49	DR MLK JR AVE	RT	202			1	1								D	61
62	200+07.89	PEACH ST	RT	203			1	1								D	62
63	82+39.37	DR MLK JR AVE	RT	204			1	1								D	63
64	230+81.74	N ANN ST	LT	205			1	1								D	64
65	240+80.16	TERRILL ST	RT	206			1	1								D	65
66	280+79.85	CLAY ST	RT	207			1	1								D	66
67	330+17.52	MONDAY ST	LT	208			1	1								D	67
68	340+17.12	DAVIDSON ST	LT	209			1	1								D	68
69	83+44.94	DR MLK JR AVE	LT	210			1	1								D	69
TOTAL							11	11	2	1	5	1	49	2	1		

☒ SEE SHEET 3-I FOR TOTAL

STD OR SPECIAL DWG NO.	
A	I-621-S
B	I-621-S (PC) (3 SHEETS)
C	I-621-B
D	MH-621-2
E	SEE SHEET 90
F	ESC-100 (2 SHEETS)
G	ESC-200 (5 SHEETS)
H	ESC-300 (6 SHEETS)
I	ESC-400 (5 SHEETS)
J	ESC-501
K	ESC-502
L	ESC-503
M	ESC-504
N	ESC-505
O	ESC-505 (2 SHEETS)
P	ESC-507
Q	ESC-508
R	ESC-509
S	T.S.D.-730-14

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.finnern 24-JUL-2025 8:14 Plot Scale=1.000000'/1.000000' 84COLORTABLE.tbl 84PORTABLE.tbl Project=e:\2021\074 - Broad Street Phase IV\Project Design\Plans Assembly\003_074-Summary.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(250)	2025	3K

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N							T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.J. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	EA	EA	EA	EA	LF
	CONST																																								
WM-01	16' RT. STA. 29+77								8			1	8" CAP	25	25						0.23			6							1							1			
												2	8" 45 FITTING	55	110						0.46																				
WM-01 to WM-02									98						0																											
WM-02	14' RT. STA. 30+78				23										0	1	1					3	2					1														
WM-02 to WM-03									294						0																											
WM-03	10' RT. STA. 33+71				18										0	1	1					3	2					1														
WM-03 to WM-04									64						0																											
WM-04	11' RT. STA. 34+34					66						6	8" 45 FITTING	55	330						1.38			12																		
WM-04 to WM-05									31						0																											
WM-05	12' RT. STA. 35+30								16			1	8" CAP	25	25						0.23			6							1											
												2	8" 45 FITTING	55	110						0.46																					
WM-06	34' RT. STA. 46+59		53						10			2	8" 45 FITTING	55	110						0.46			4									1		1				1			
WM-06 to WM-07									18						0																											
WM-07	28' RT. STA. 46+83		35												0																		1		1							
WM-07 to WM-08									136						0																											
WM-08	17' RT. STA. 48+17											1	8"x6" TEE	80	80			2			0.23		1	6																			
WM-08A	1' LT. STA. 48+17 CL MLK AVE											4	6" 45 FITTING	36	144						0.52		8																			
WM-08 to WM-09								43							0																											
WM-09	4' RT. STA. 130+27											1	6" 11.25 FITTING	30	30						0.06		2																			
WM-09 to WM-10								25							0																											
WM-10	6' RT. STA. 130+54											2	6" 45 FITTING	36	72						0.26		4																	1			
WM-08 to WM-11									25						0																											
WM-11	16' RT. STA. 48+41											1	6"x6" TEE	80	80		8	2			0.23		4	3																			
												1	8"x6" REDUCER	38	38						0.23																					
WM-11 to WM-12								7							0																											
WM-12	4' RT. STA. 121+22											1	6" 22.5 FITTING	34	34						0.06		2																			
WM-12 to WM-13								44							0																											
WM-13	6' RT. STA. 120+79											2	6" 45 FITTING	36	72						0.26		4																	1			
WM-11 to WM-14								134							0																											
WM-14	9' RT. STA. 49+73 CL MLK AVE		15												0																		1		1							
WM-14 to WM-15								56							0																											
WM-15	8' RT. STA. 50+28 CL MLK AVE		15												0																		1		1							
WM-15 to WM-16								12							0																											
WM-16	8' RT. STA. 50+40 CL MLK AVE								12			2	6" 45 FITTING	36	72						0.26		4																			
WM-16 to WM-17								33							0																											
WM-17	16' RT. STA. 50+80		16												0																		2		2							
WM-17 to WM-18								20							0																											
WM-18	16' RT. STA. 51+00		8												0																		1		1							
WM-18 to WM-19								17							0																											
WM-19	16' RT. STA. 51+14											1	6" TEE	60	60			2			0.13		7																			
WM-19 to WM-20								36							0																											
WM-20	5' RT. STA. 140+19											1	6" 11.25 FITTING	30	30						0.13		2																			
WM-20 to WM-21								26							0																											
WM-21	6' RT. STA. 140+44											2	6" 45 FITTING	36	72						0.26		4																	1			
WM-19 to WM-22								19							0																											
WM-22	16' RT. STA. 51+34		8												0																		1		1							

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.rivers 24-JUL-2025 21:14 Plot Scale=1.000000\1.000000 $$$$CELDATABLE$$ $$$$PENTABLE$$ Project:e:\2010174 - Broad Street Phase IV\Project Design\Plans Assembly\003_014_summdqn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4911(290)	2025	3L

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N							T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	S16	S18	S22	S26	500	S10	S12	S14	S18	S22	510	520	540	560	520	596	520	530	515	500	S04	S06	S08	S16	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. PVC 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	LF
WM-22 to WM-23								70							0																										
WM-23	15' RT. STA. 52+03		8												0																	1		1							
WM-23 to WM-24								48							0																										
WM-24	15' RT. STA. 52+51		44												0																	1		1							
WM-24 to WM-25								20							0																										
WM-25	15' RT. STA. 52+70											1	6" TEE	60	60		2				0.13		17																			
												4	6" 45 FITTING	36	144						0.52																				
												1	6" 11.25 FITTING	30	30						0.06																				
WM-25A	15' RT. STA. 53+02											4	6" 45 FITTING	36	144						0.52		8																			
WM-25 to WM-26								20							0																										
WM-26	17' RT. STA. 52+70				11							2	6" 11.25 FITTING	30	60	1	1				0.06		9				1														
WM26 to WM-27								9							0																										
WM-27	14' LT. STA. 150+60														0																						1				
WM-25 to WM-28								124							0																										
WM-28	16' RT. STA. 53+94		9												0																	1		1							
WM-28 to WM-29								12							0																										
WM-29	16' RT. STA. 54+05											1	6" TEE	60	60		2				0.13		9																			
												1	6" 11.25 FITTING	30	30						0.06																				
WM-29 to WM-30								55							0																										
WM-30	0' LT. STA. 160+40											2	6" 45 FITTING	36	72						0.26		4														1				
WM-29 to WM-31								67							0																										
WM-31	16' RT. STA. 54+67		76												0																	2		2							
WM-31 to WM-32								32							0																										
WM-32	15' RT. STA. 55+03		9												0																	1		1							
WM-32 to WM-33								62							0																										
MW-33	15' RT. STA. 55+65		9												0																	1		1							
WM-33 to WM-34								11							0																										
WM-34	15' RT. STA. 55+75		35												0																	1		1							
WM-34 to WM-35								62							0																										
WM-35	15' RT. STA. 56+34							7				1	6" 11.25 FITTING	30	30		2				0.06		9																			
												1	6" TEE	60	60						0.13																				
WM-35 to WM-36								17							0																										
WM-35A	15' RT. STA. 56+46							3				2	6" 45 FITTING	36	72								4																			
WM-36	1' LT. STA. 170+66											1	6"x4" REDUCER	27	27						0.13	1	5														1				
												2	6" 45 FITTING	36	72						0.26																				
WM-35 to WM-37								47							0																										
WM-37	14' RT. STA. 56+89											1	6" TEE	60	60		2				0.13		7													1						
WM-37 to WM-38								41							0																										
WM-38	3' RT. STA. 180+30											2	6" 45 FITTING	36	72						0.26		4																		1	
MW-37 to WM-39								15							0																										
WM-39	14' RT. STA. 57+10				8							2	6" TEE	60	120		2				0.26		10													1					
WM-39 to WM-42								160							0																										
WM-40	14' RT. STA. 57+41		32												0																	1		1							
WM-41	14' RT. STA. 57+87		66												0																	2		2							
WM-42	15' RT. STA. 58+87				19										0	1	1						5				1														
WM-42A	15' RT. STA. 58+92											4	6" 45 FITTING	36	144								8																			

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User: lee.katelyn.fivecorn 24-JUL-2025 10:14 Plot Scale=1.000000'/1.000000' 64COLORTABLE64.tbl 64PDFTABLE64.tbl Project:e:\351874 - Broad Street Phase IV\Project Design\Plans Assembly\003_874_summary.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(290)	2025	3M

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N					T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"x90°	8"x 6"	12"x 6"	16"x 6"	8"x8"	16"x 16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	LF
WM-42B	15' RT. STA. 59+90				15											1	1						5				1														
WM-42 to WM-43								125							0																									
WM-43	12' RT. STA. 60+08							11				1	6" CROSS	80	80		2				0.13		20													1					
												2	6" 22.5 FITTING	34	68						0.12																				
												4	6" 45 FITTING	36	144						0.52																				
WM-43 to WM-44								56							0																										
WM-44	5' RT. STA. 190+31							48							0																						1				
WM-43 to WM-45								9							0																										
WM-45	29' RT. STA. 60+13														0																				1					1	
WM-43 to WM-46								71							0																										
WM-46	14' RT. STA. 60+82		32																														1		1						
WM-46 to WM-47								148							0																										
WM-47	14' RT. STA. 62+35											1	6" TEE	60	60		2				0.13		11																		
												2	6" 45 FITTING	36	72						0.26																				
WM-47 to WM-48								48							0																										
WM-48	8' RT. STA. 200+37											2	6" 45 FITTING	36	72						0.26		4													1					1	
WM-47 to WM-49								153							0																										
WM-49	13' RT. STA. 63+88				14										0	1	1						5				1														
WM-49 to WM-50								119							0																										
WM-50	11' RT. STA. 65+06		33												0																		1		1						
WM-50 to WM-51								59							0																										
WM-51	11' RT. STA. 65+65		62												0																		2		2						
WM-51 to WM-52								22							0																										
WM-52	11' RT. STA. 65+87		31												0																		1		1						
WM-52 to WM-53								4							0																										
WM-53	11' RT. STA. 65+95											1	6" TEE	60	60		2				0.13		7																		
WM-53 to WM-54								16							0																										
WM-54	1' RT. STA. 120+67											1	6" CAP	17	17		1				0.13		7											1							
												2	6" 45 FITTING	36	72						0.26																				
WM-53 to WM-55								93							0																										
WM-55	10' RT. STA. 65+88											1	6" TEE	60	60		2				0.13		7																		
WM-55 to WM-56								40							0																										
WM-56	5' RT. STA. 220+31											2	6" 45 FITTING	36	72		1				0.26	1	7																		1	
												1	6"x4" REDUCER	27	27						0.13																				
WM-55 to WM-57								49							0																										
WM-57	9' RT. STA. 67+41 CL MLK AVE		13												0																		1		1						
WM-57 to WM-59								141							0																										
WM-58	8' RT. STA. 68+45 CL MLK AVE		59												0																		2		2						
WM-59	8' RT. STA. 68+82 CL MLK AVE											1	6" TEE	60	60		2				0.13		7																		
WM-59 to WM-60								24							0																										
WM-60	10' RT. STA. 230+65											2	6" 45 FITTING	36	72						0.26		4														1				
WM-59 to WM-61								78							0																										
WM-61	9' RT. STA. 69+63 CL MLK AVE		13												0																		1		1						
WM-61 to WM-62								37							0																										
WM-62	9' RT. STA. 70+00 CL MLK AVE		28												0																		1		1						
WM-62 to WM-63								129							0																										
WM-63	9' RT. STA. 71+10 CL MLK AVE											1	6" CROSS	80	80		2				0.13		20																		
												6	6" 45 FITTING	36	216						0.78																				

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

NOT TO SCALE

SHEET TITLE	ROUTE
SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.finnern 24-JUL-2025 11:15 Plot Scale=1.000000'/1.000000' 642DLSMTABLE.dgn SHEETABLE.dgn Project:#301074 - Broad Street Phase IV\Project Design\Plans Assembly\003.074.Summdgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(250)	2025	3N

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N						T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	S16	S18	S22	S26	500	S10	S12	S14	S18	S22	S10	S20	S40	S60	S20	S96	S20	S30	S15	500	S04	S06	S08	S16	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. RJ. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	LF
WM-63 to WM-64								38							0																										
WM-64	2' RT. STA. 250+28											1	6" CAP	17	17		1				0.13												1									
WM-63 to WM-65								25							0																										
WM-65	9' RT. STA. 71+10 CL MLK AVE											2	6" 45 FITTING	36	72		1				0.26		6												1					1		
WM-63 to WM-66								65							0																										
WM-66	7' RT. STA. 240+70		27												0																		1		1							
WM-66 to WM-67								71							0																										
WM-67	9' RT. STA. 72+02 CL MLK AVE		16												0																		1		1							
WM-67 to WM-68								37							0																										
WM-68	9' RT. STA. 73+08 CL MLK AVE		30												0																		1		1							
WM-68 to WM-69								53							0																										
WM-69	9' RT. STA. 73+61 CL MLK AVE		30												0																		1		1							
WM-69 to WM-70								23							0																										
WM-70	9' RT. STA. 73+83 CL MLK AVE		30												0																		1		1							
WM-70 to WM-71								19							0																										
WM-71	9' RT. STA. 74+02 CL MLK AVE		14												0																		1		1							
WM-71 to WM-72								49							0																										
WM-72	10' RT. STA. 74+55											1	6" TEE	60	60		2				0.13		7																			
WM-72 to WM-73								24							0																										
WM-73	6' RT. STA. 260+68											2	6" 45 FITTING	36	72						0.26		4												1		1					
WM-72 to WM-74								104							0																										
WM-74	10' RT. STA. 75+67											1	6" TEE	60	60		2				0.13		7																			
WM-74A	10' RT. STA. 75+91											2	6" 45 FITTING	36	72						0.26		4																			
WM-74 to WM-75								39							0																										
WM-75	25' RT. STA. 270+26											2	6" 45 FITTING	36	72						0.26		4														1					
WM-74 to WM-76								76							0																										
WM-76	9' RT. STA. 76+51 CL MLK AVE				12										0	1	1					5				1															
WM-76 to WM-78								26							0																										
WM-77	9' RT. STA. 76+53 CL MLK AVE		30												0																		1		1							
WM-78	9' RT. STA. 76+84 CL MLK AVE											1	6" TEE	60	60		2				0.13		7																			
WM-79	7' RT. STA. 280+70														0																							1				
WM-78 to WM-79								34							0																										
WM-78A	7' RT. STA. 280+66											6	6" 45 FITTING	36	216						0.78		12																			
WM-78 to WM-80								190							0																										
WM-80	9' RT. STA. 78+79 CL MLK AVE		38												0																		1		1							
WM-80 to WM-81								60							0																										
WM-81	9' RT. STA. 79+39 CL MLK AVE		38												0																		1		1							
WM-81 to WM-82								39							0																										
WM-82	9' RT. STA. 79+89 CL MLK AVE											1	6" TEE	60	60		2				0.13		7																			
WM-82 to WM-83								21							0																										
WM-83	5' RT. STA. 290+63				12							2	6" 45 FITTING	36	72	1	1				0.26		9				1										1					
WM-82 to WM-84								47							0																										
WM-84	9' RT. STA. 80+36 CL MLK AVE											1	6" TEE	60	60		1				0.13		9																			
												2	6" 45 FITTING	36	72						0.26																					
WM-84A												4	6" 45 FITTING	36	144						0.52		8																			
WM-84 to WM-85								39							0																										

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL				SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%	CITY OF MOBILE	NOT TO SCALE		SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3-0

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N					T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. RJ. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	LF
WM-85	7' RT. STA. 300+32											2	6" 45 FITTING	36	72						0.26		4																1			
WM-84 to WM-86								132							0																											
WM-86	11' RT. STA. 81+73		32												0						0.00												1		1						
WM-86A												2	6" 45 FITTING	36	72						0.26		4																			
WM-86 to WM-87								134							0																											
WM-87	14' RT. STA. 82+98											2	16"x6" REDUCER	132	264		1			1	1.78		4			8																
												1	16" CROSS	410	410						0.89																				
WM-87A	3' LT. STA. 83+01 CL MLK AVE											2	6" 45 FITTING	36	72						0.26		4																			
WM-87 to WM-88								39							0																											
WM-88	31' LT. STA. 83+01											1	6" CAP	17	17		1				0.13		3																			
WM-87 to WM-89											17				0																											
WM-89	4' RT. STA. 310+68											2	16" 45 FITTING	36	72						1.78					7					1						1		1		
												1	16" CAP	92	92						0.89																				
WM-87 to WM-90											50				0																											
WM-90	13' RT. STA. 83+63		33												0																		1		1						
WM-90B	13' RT. STA. 84+30				15											1	1						3			2				1										
WM-90A												4	16" 45 FITTING	202	808						3.56					8															
WM-90 to WM-91											200				0																											
WM-91	13' RT. STA. 85+63											1	16"x6" TEE	229	229					2	0.89		1			6															
WM-91A												4	16" 45 FITTING	202	808						3.56					8															
WM-92	8' RT. STA. 330+18											1	6" 11.25 FITTING	30	30						0.06		10																1			
												4	6" 45 FITTING	36	144						0.52																				
WM-91 to WM-93											221				0																											
WM-93	15' RT. STA. 87+92		35									4	16" 45 FITTING	202	808						3.56					8						1		1						
WM-93 to WM-94											9				0																											
WM-94	15' RT. STA. 88+04				13			15				1	16"x6" TEE	229	229	1	2				0.89		8			2	1														
WM-94A	15' RT. STA. 89+91											2	16" 45 FITTING	202	404						1.78					4															
WM-94 to WM-95											208				0																											
WM-95	15' RT. STA. 90+16											1	16" TEE	323	323				1	1	0.89				13	6															
												1	16"x12" REDUCER	125	125						0.89																				
												5	12" 45 FITTING	111	555						2.50																				
WM-95 to WM-96											15				0																											
WM-96	5' RT. STA. 340+06										54	1	16" 11.25 FITTING	158	158						0.33					15					1										
												1	16" CAP	92	92						0.89																				
												6	16" 45 FITTING	202	1212						5.34																				
WM-95 to WM-97										168					0																											
WM-97	2' RT. STA. 90+42 CL MLK AVE											1	12" 45 FITTING	111	111						0.50				2																
WM-97 to WM-98										45					0																											
WM-98	2' RT. STA. 90+87 CL MLK AVE							19				1	12"x6" TEE	115	115						0.50		1		2											1					
WM-98 to WM-99										9					0																											
WM-99	2' RT. STA. 90+97 CL MLK AVE							23				1	12"x6" TEE	115	115						0.50		1		2											1					
WM-99 to WM-100										4					0																											
WM-100	2' RT. STA. 91+03 CL MLK AVE				27										0	1	1						3		2				1												
WM-100 to WM-101										260					0																											
WM-101	3' RT. STA. 93+68 CL MLK AVE				10							1	12"x6" TEE	115	115	1	1		2		0.50		6		6		1														
WM-101 to WM-102								23							0																											
WM-102	13' RT. STA. 93+68											4	6" 45 FITTING	36	144						0.52		8																	1			
WM-101 to WM-103										283					0																											

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3P

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N					T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6" 90°*	8"X8" 90°*	12"X6" 45°*	16"X6" 45°*	8"X8" 45°*	16"X16" 45°*	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	LF
WM-103	3' RT. STA. 96+59 CL MLK AVE		32				32					1	12"x4" TEE	100	100						0.50	1			2								1									
WM-103 to WM-104										12					0																										
WM-104	3' RT. STA. 96+66 CL MLK AVE				16										0	1	1						3		2					1											
WM-104 to WM-105										59					0																										
WM-105	4' RT. STA. 97+30 CL MLK AVE											1	12"x6" TEE	115	115				2		0.50		3		14																	
												1	6" 11.25 FITTING	30	30						0.06																					
												4	12" 45 FITTING	111	444						2.00																					
WM-105 to WM-106								29							0																										
WM-106	6' LT. STA. 97+28 CL MLK AVE											4	6" 45 FITTING	36	144						0.52		8														1				
WM-105 to WM-107										176					0																										
WM-107	4' RT. STA. 98+90 CL MLK AVE									4		2	12" 45 FITTING	111	222						1.00				5										1					1	
												1	12" CAP	44	44						0.50																				
LIMITS OF CONSTRUCTION		115		150											0																				1						
TOTAL		115	1094	150	213	66	32	4339	700	1020	774	194			13787	13	61	4	5	4	56	3	414	41	50	74	8	2	2	1	2	2	43	1	42	10	1	16	2	1	6	20

REQUIRED SANITARY SEWER RELOCATION

ID NO.	LOCATION	MANHOLE FRAME AND COVER RESET 645K	PVC STACKS AND LATERALS 645E	REMARKS
		500	524	
			6"	
		EA	LF	
	CONST			
SS-01	17' LT. STA. 41+03	1		
SS-02	24' RT. STA. 41+37 CL MLK AVE	1		
SS-03	19' LT. STA. 43+09	1		
SS-04	28' RT. STA. 43+91 CL MLK AVE	1		
SS-05	10' LT. STA. 47+31	1		
SS-06	8' LT. STA. 47+69	1		
SS-07	14' LT. STA. 120+95 CL N	1		
SS-08	15' LT. STA. 52+88	1		
SS-09	16' LT. STA. 56+19	1		
SS-10	14' LT. STA. 56+95	1		
SS-11	13' LT. STA. 58+03	1		
SS-12	14' LT. STA. 60+01	1		
SS-13	13' LT. STA. 62+27	1		
SS-14	8' LT. STA. 66+80	1		
SS-15	7' LT. STA. 71+28	1		
SS-16	9' LT. STA. 75+77	1		
SS-17	9' LT. STA. 80+27	1		

REQUIRED SANITARY SEWER RELOCATION

ID NO.	LOCATION	MANHOLE FRAME AND COVER RESET 645K	PVC STACKS AND LATERALS 645E	REMARKS
		500	524	
			6"	
		EA	LF	
	CONST			
SS-18	5' LT. STA. 82+96	1		
SS-19	5' LT. STA. 84+32	1		
SS-20	7' LT. STA. 85+74	1		
SS-21	8' LT. STA. 87+59	1		
SS-22	10' RT. STA. 87+99 CL MLK AVE	1		
SS-23	9' RT. STA. 90+23	1		
SS-24	8' RT. STA. 93+54	1		
SS-25	13' RT. STA. 93+98 CL MLK AVE	1		
SS-26	28' RT. STA. 95+98 CL MLK AVE	1		
SS-27	15' RT. STA. 96+91 CL MLK AVE	1		
SS-28	24' RT. STA. 96+98 CL MLK AVE	1		
SS-29	9' RT. STA. 97+38	1		
SS-30	7' LT. STA. 99+23	1		
LIMITS OF CONSTRUCTION			300	
TOTAL		30	300	

REQUIRED LIGHTING CONTROL CENTER (750I-015) EACH LOGO = LCC

ITEM	QUANTITY	LOCATION			STD OR SPECIAL
		STA. NO.	REFERENCE	SHEET	
LCC-A	1	33+76	DR MLK JR AVE	245	B, C
LCC-B	1	160+55	BELSAW AVE	249	B, C
LCC-C	1	250+39	HICKORY ST	253	B, C
LCC-D	1	330+35	MONDAY ST	255	B, C
TOTAL	4				

REQUIRED LIGHTING CONDUCTORS AND CONDUIT

	CONDUCTORS		CONDUIT	
	#6 AWG	#2 AWG	1 1/4" RNC	2" RNC
	750F-024	750F-026	750E-113	750E-115
TOTAL	40500	700	13500	230

REQUIRED TYPE 1 JUNCTION BOX (750D-200) EACH LOGO = STREET LIGHTING

SHEET	BOX NO.	SIZE	STD OR SPECIAL
245	JB-1	11"x 18"x12"	A
245	JB-2	11"x 18"x12"	A
249	JB-3	11"x 18"x12"	A
249	JB-4	11"x 18"x12"	A
252	JB-5	11"x 18"x12"	A
252	JB-6	11"x 18"x12"	A
256	JB-7	11"x 18"x12"	A
256	JB-8	11"x 18"x12"	A
TOTAL	8		

STD OR SPECIAL	DWG NO.
A	RLD-006
B	RLD-002
C	RLD-003

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

NOT TO SCALE

SHEET TITLE	ROUTE
SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(250)	2025	30

BID ALTERNATE QUANTITIES

REQUIRED TYPE 4 JUNCTION BOX (750D-203) EACH LOGO = FIBER

SHEET	BOX NO.	SIZE	STD OR SPECIAL
420	JB-9	24"x 35.6"x 30"	A
420	JB-10	24"x 35.6"x 30"	A
420	JB-11	24"x 35.6"x 30"	A
421	JB-12	24"x 35.6"x 30"	A
421	JB-13	24"x 35.6"x 30"	A
422	JB-14	24"x 35.6"x 30"	A
423	JB-15	24"x 35.6"x 30"	A
423	JB-16	24"x 35.6"x 30"	A
424	JB-17	24"x 35.6"x 30"	A
424	JB-18	24"x 35.6"x 30"	A
424	JB-19	24"x 35.6"x 30"	A
424	JB-20	24"x 35.6"x 30"	A
425	JB-21	24"x 35.6"x 30"	A
425	JB-22	24"x 35.6"x 30"	A
425	JB-23	24"x 35.6"x 30"	A
425	JB-24	24"x 35.6"x 30"	A
426	JB-25	24"x 35.6"x 30"	A
426	JB-26	24"x 35.6"x 30"	A
426	JB-27	24"x 35.6"x 30"	A
427	JB-28	24"x 35.6"x 30"	A
427	JB-29	24"x 35.6"x 30"	A
427	JB-30	24"x 35.6"x 30"	A
428	JB-31	24"x 35.6"x 30"	A
428	JB-32	24"x 35.6"x 30"	A
428	JB-33	24"x 35.6"x 30"	A
428	JB-34	24"x 35.6"x 30"	A
429	JB-35	24"x 35.6"x 30"	A
429	JB-36	24"x 35.6"x 30"	A
429	JB-37	24"x 35.6"x 30"	A
429	JB-38	24"x 35.6"x 30"	A
430	JB-39	24"x 35.6"x 30"	A
430	JB-40	24"x 35.6"x 30"	A
430	JB-41	24"x 35.6"x 30"	A
430	JB-42	24"x 35.6"x 30"	A
431	JB-43	24"x 35.6"x 30"	A
431	JB-44	24"x 35.6"x 30"	A
431	JB-45	24"x 35.6"x 30"	A
432	JB-46	24"x 35.6"x 30"	A
433	JB-47	24"x 35.6"x 30"	A
433	JB-48	24"x 35.6"x 30"	A
433	JB-49	24"x 35.6"x 30"	A
TOTAL	41		

REQUIRED CONDUIT FOR FUTURE USE MATERIAL LOCATIONS & QUANTITIES 4" ELECTRICAL CONDUIT 1 LINE, TYPE 5 INSTALLATION (756A-022) LINEAR FEET

SHEET	LOCATION		QUANTITY	STD OR SPECIAL DWG
	STA. NO.	REFERENCE		
420	34+00	BUTCHERS LN.	39	B
423	48+00	BIZZEL AVE.	39	B
424	51+00	PATTON AVE.	35	B
424	54+00	BELSAW AVE.	34	B
425	57+00	ENGLISH ST.	38	B
425	60+00	CEDAR AVE.	50	B
426	62+20	PEACH ST.	37	B
427	66+60	LIVE OAK ST.	53	B
428	71+20	HICKORY ST.	50	B
428	75+60	PLUM ST.	62	B
429	80+20	MAPLE ST.	38	B
430	83+00	DR EB GOODE DR.	21	B
430	85+70	MONDAY ST.	44	B
431	90+10	DAVIDSON ST.	52	B
433	97+25	MARMOTTE ST.	33	B
TOTAL			625	

REQUIRED CONDUIT FOR FUTURE USE

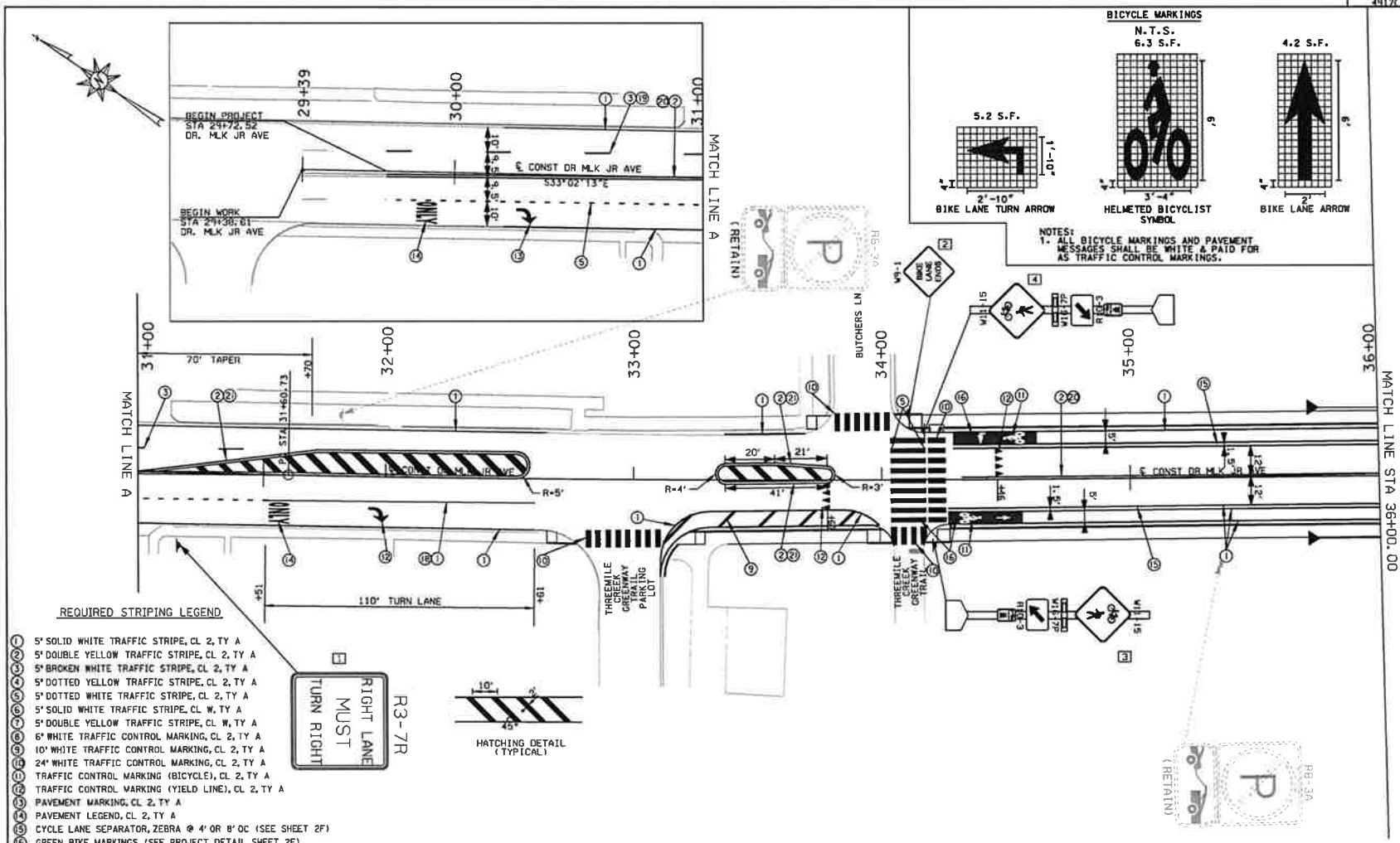
	CONDUIT	
	2" METALLIC CONDUIT	2" NON-METALLIC CONDUIT
	730L-004	730L-005
TOTAL	240	6136

STD OR SPECIAL DWG NO.	
A	SEE SHEET 436
B	T.S.D.-730-14

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(280)	2025	50



BICYCLE MARKINGS
N.T.S.

NOTES:
1. ALL BICYCLE MARKINGS AND PAVEMENT MESSAGES SHALL BE WHITE & PAID FOR AS TRAFFIC CONTROL MARKINGS.

REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

NOTE: ONGOING COORDINATION WITH THREE MILE CREEK GREENWAY TRAIL PROJECT, SEGMENT 7N.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

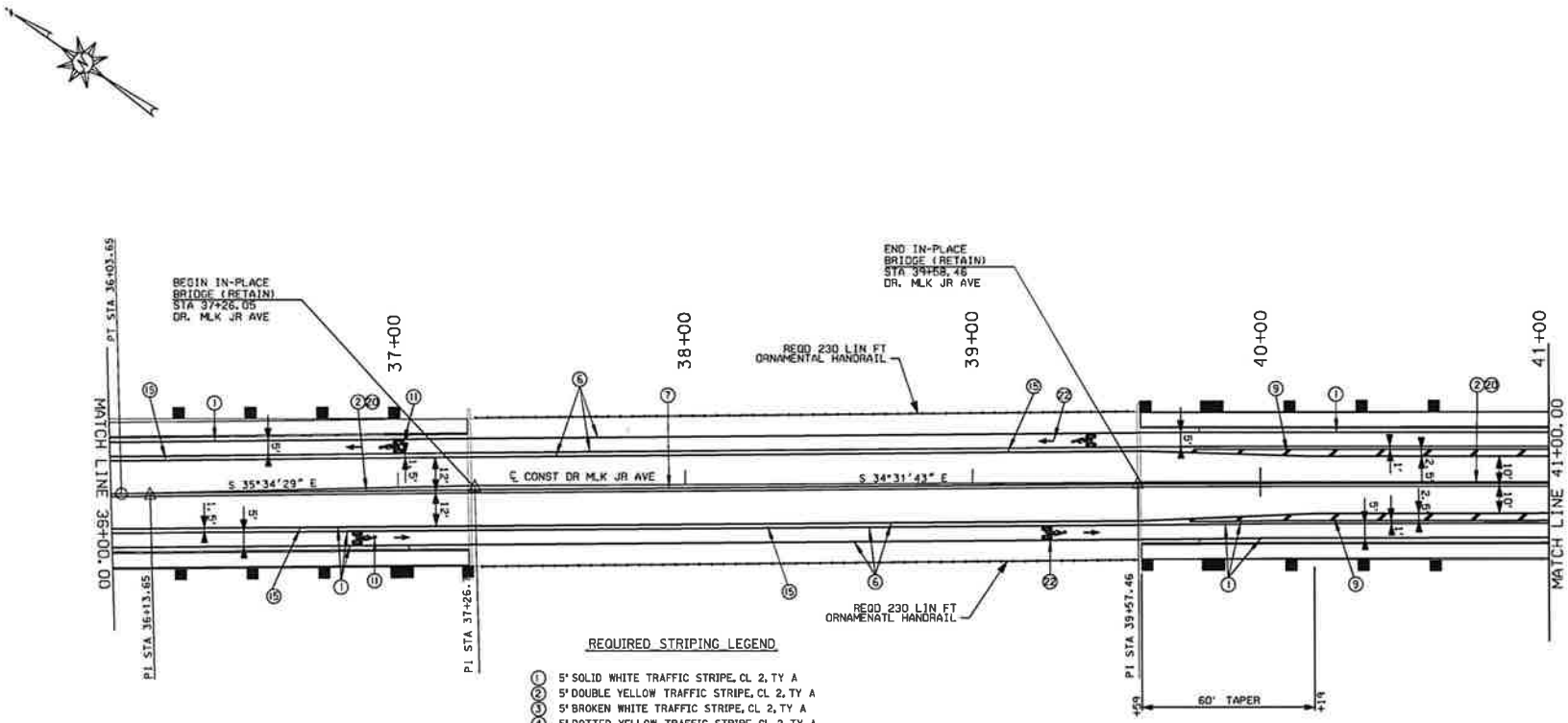
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	51



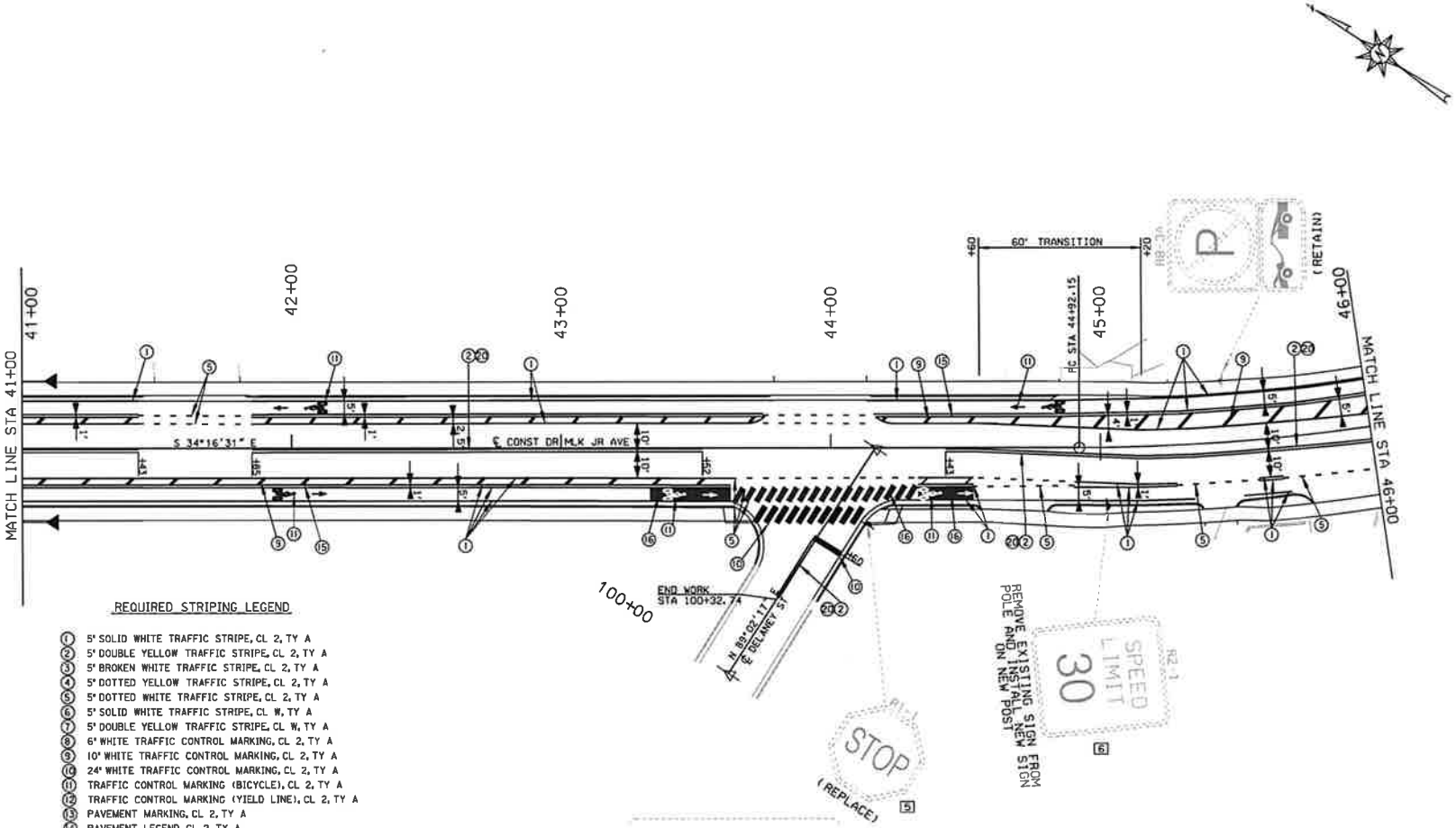
REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	52



REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

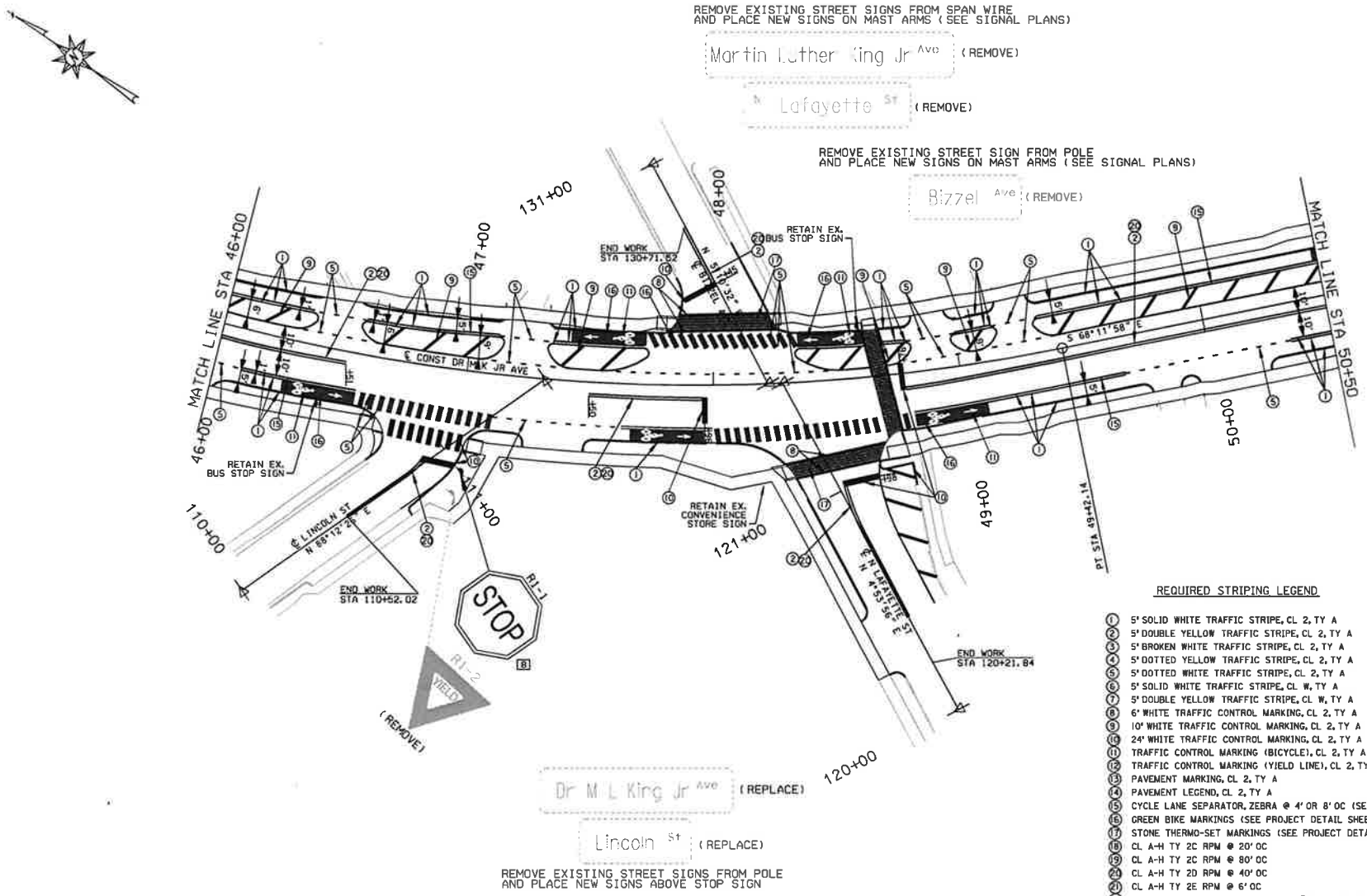
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(280)	2025	53



REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

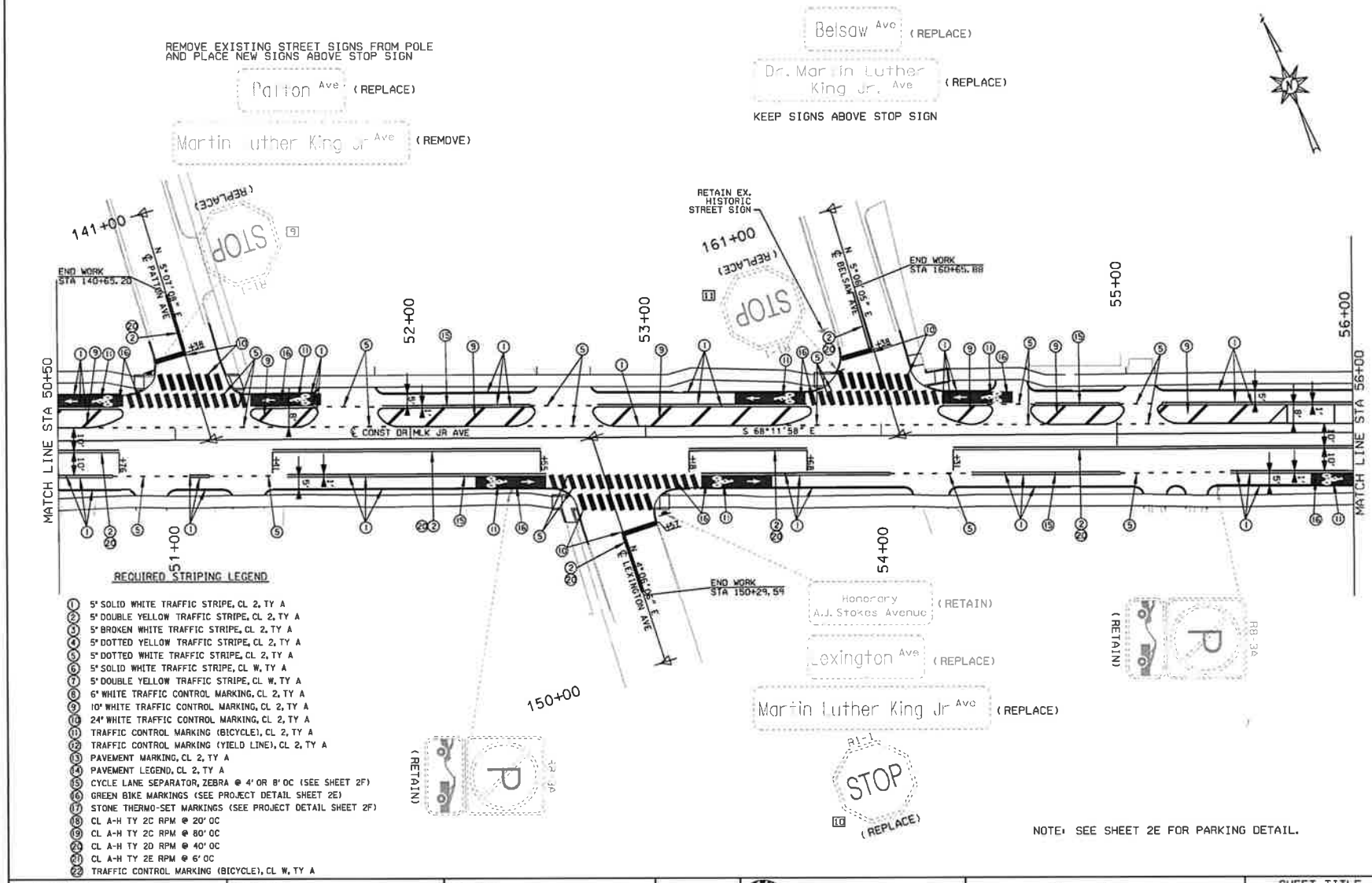
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

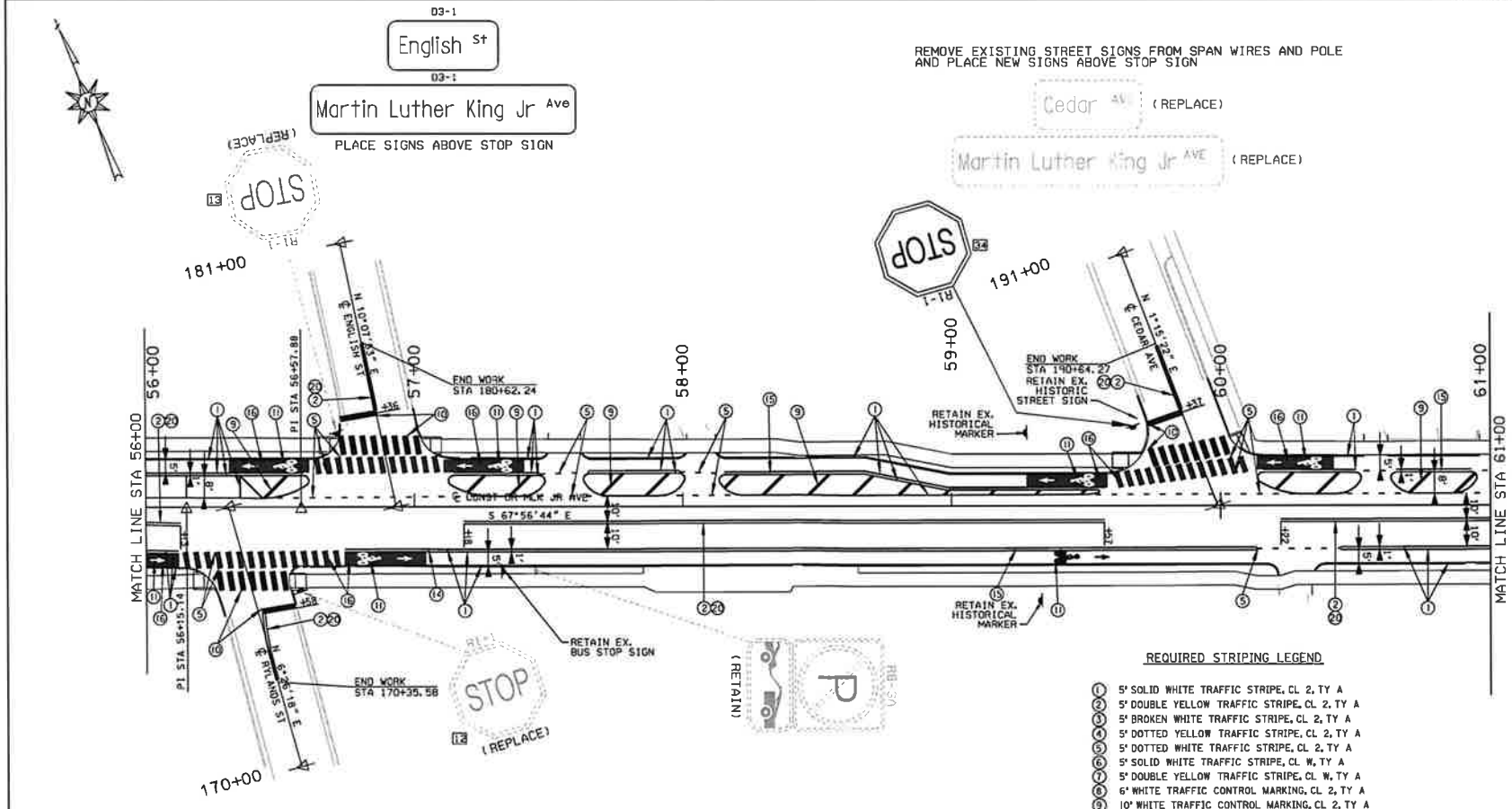
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	54



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	55



NOTE: SEE SHEET 2E FOR PARKING DETAIL.

REQUIRED STRIPING LEGEND

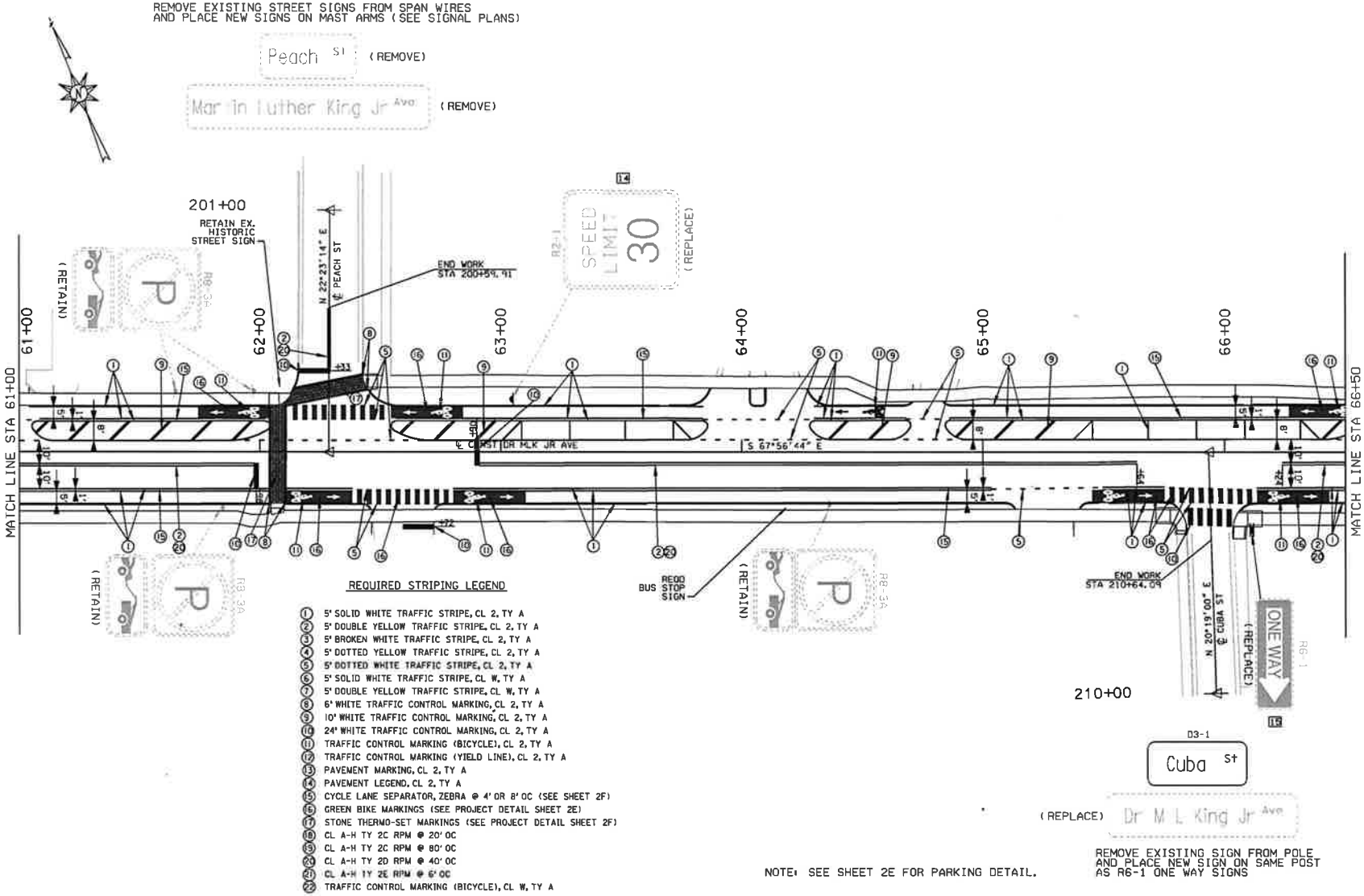
1. 5' SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5' BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5' DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5' DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5' SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 5' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(250)	2025	56

REMOVE EXISTING STREET SIGNS FROM SPAN WIRES
AND PLACE NEW SIGNS ON MAST ARMS (SEE SIGNAL PLANS)



REMOVE EXISTING SIGN FROM POLE AND PLACE NEW SIGN ON SAME POST AS R6-1 ONE WAY SIGNS

REQUIRED STRIPING LEGEND

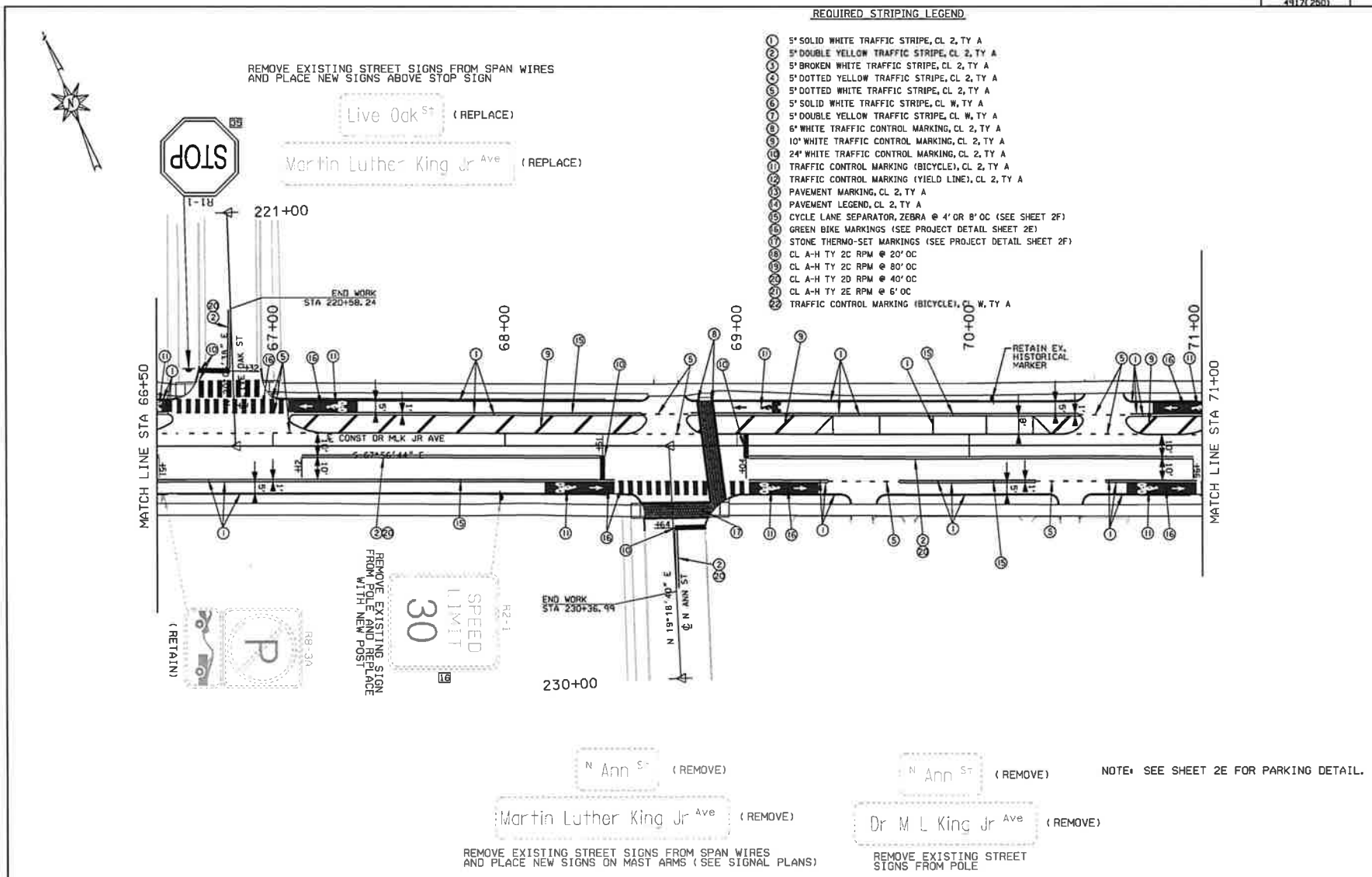
1. 5' SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5' BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5' DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5' DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5' SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

NOTE: SEE SHEET 2E FOR PARKING DETAIL.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

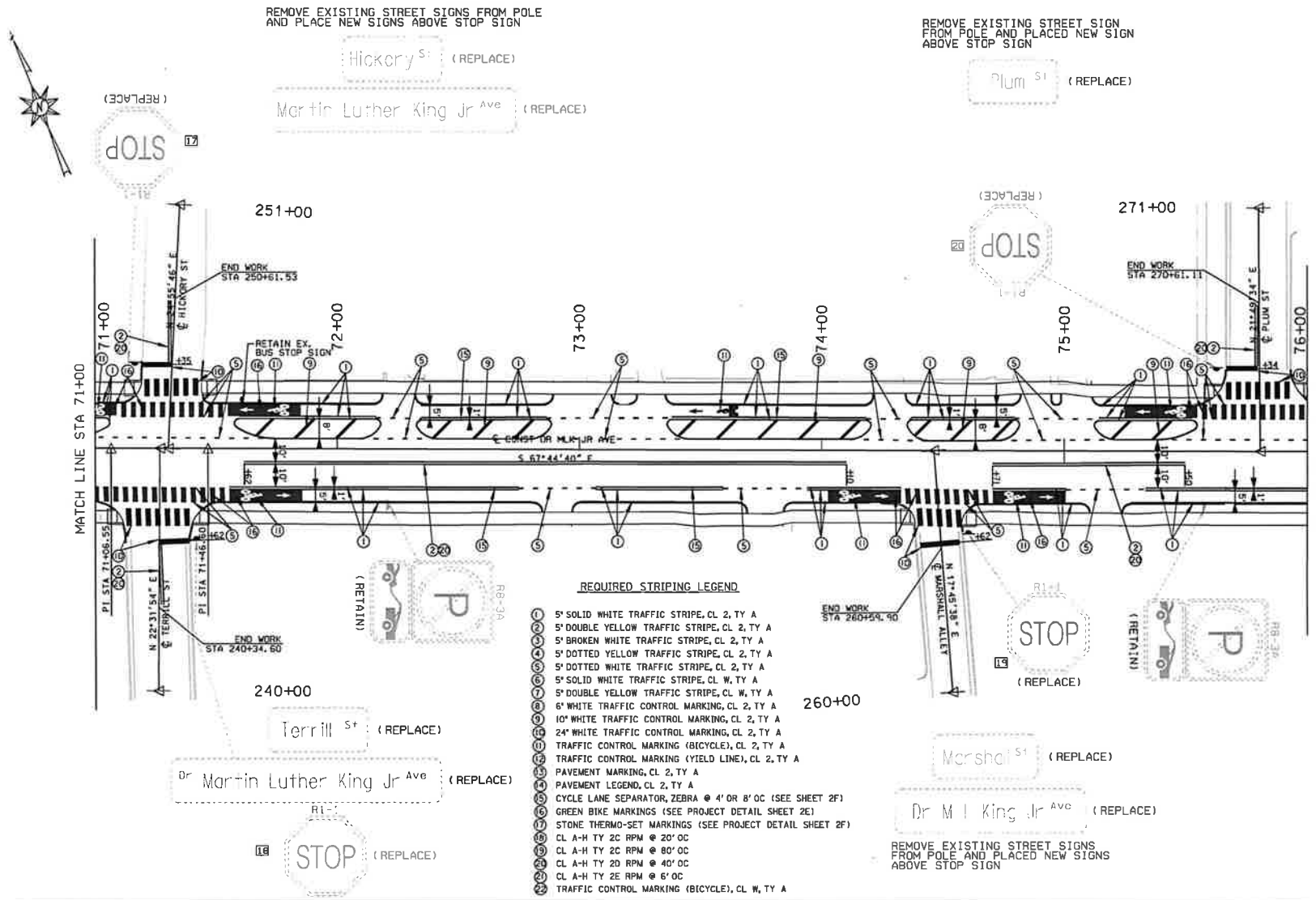
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(201)	2025	57



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(250)	2025	58



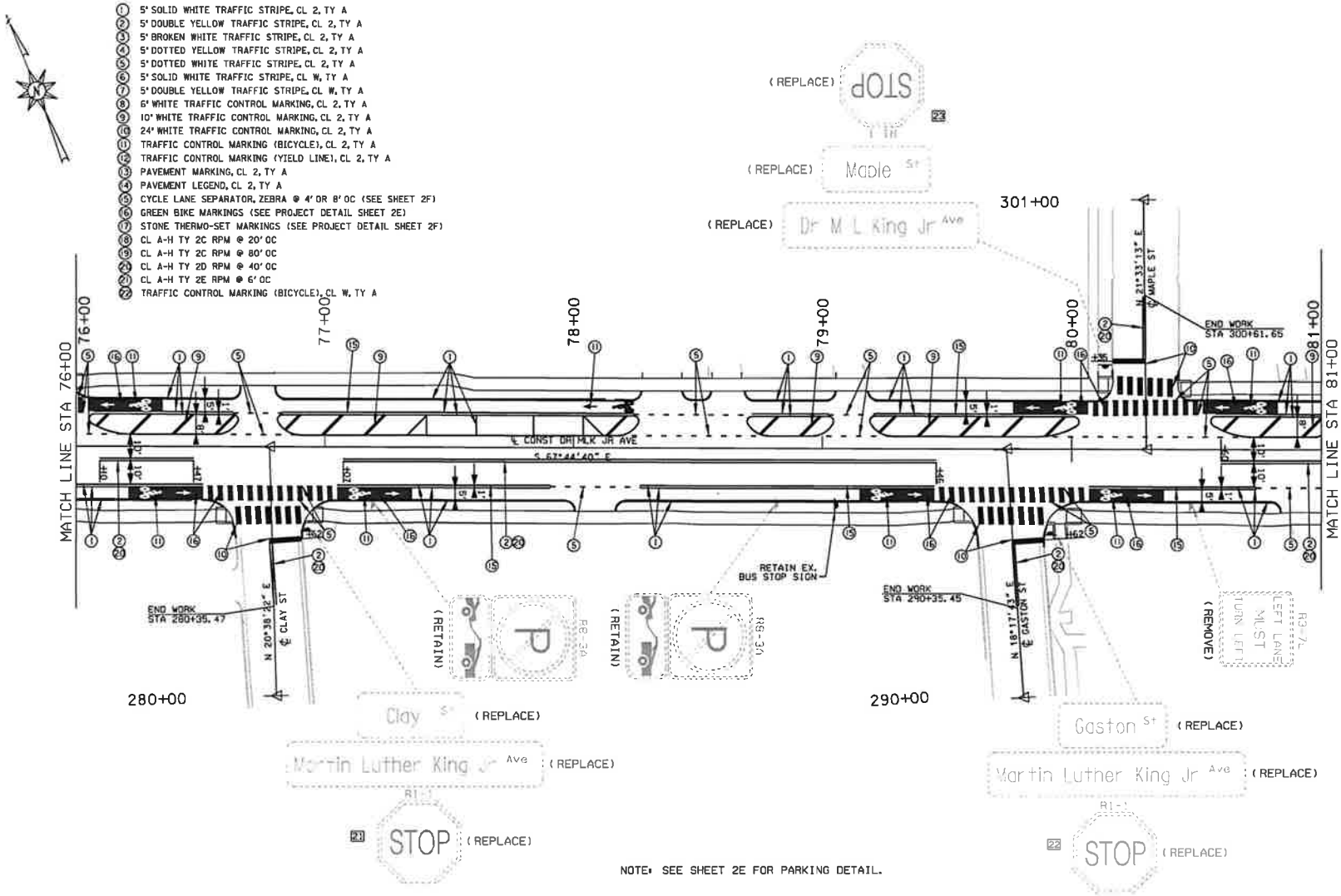
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(290)	2025	59

REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

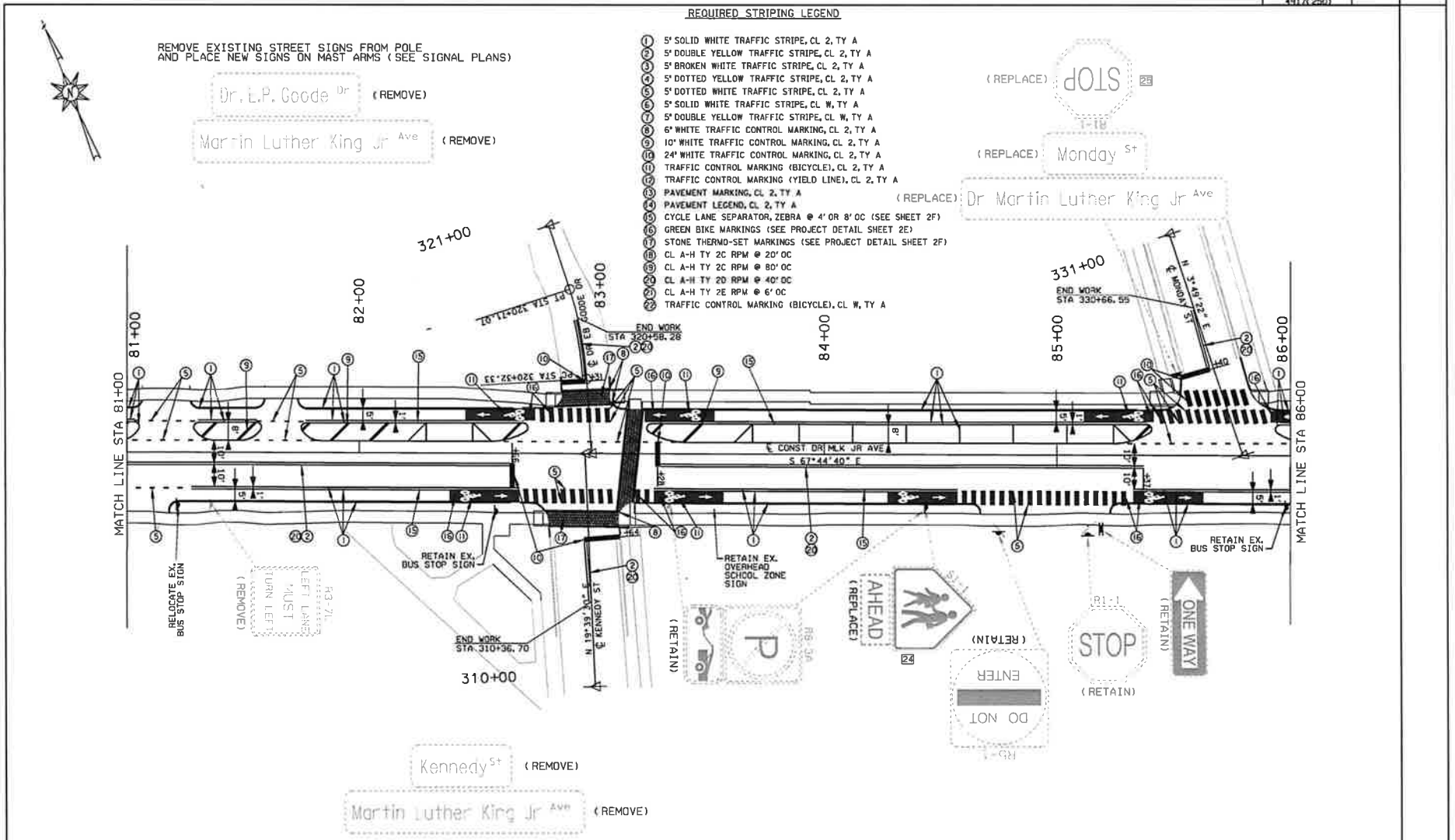


NOTE: SEE SHEET 2E FOR PARKING DETAIL.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

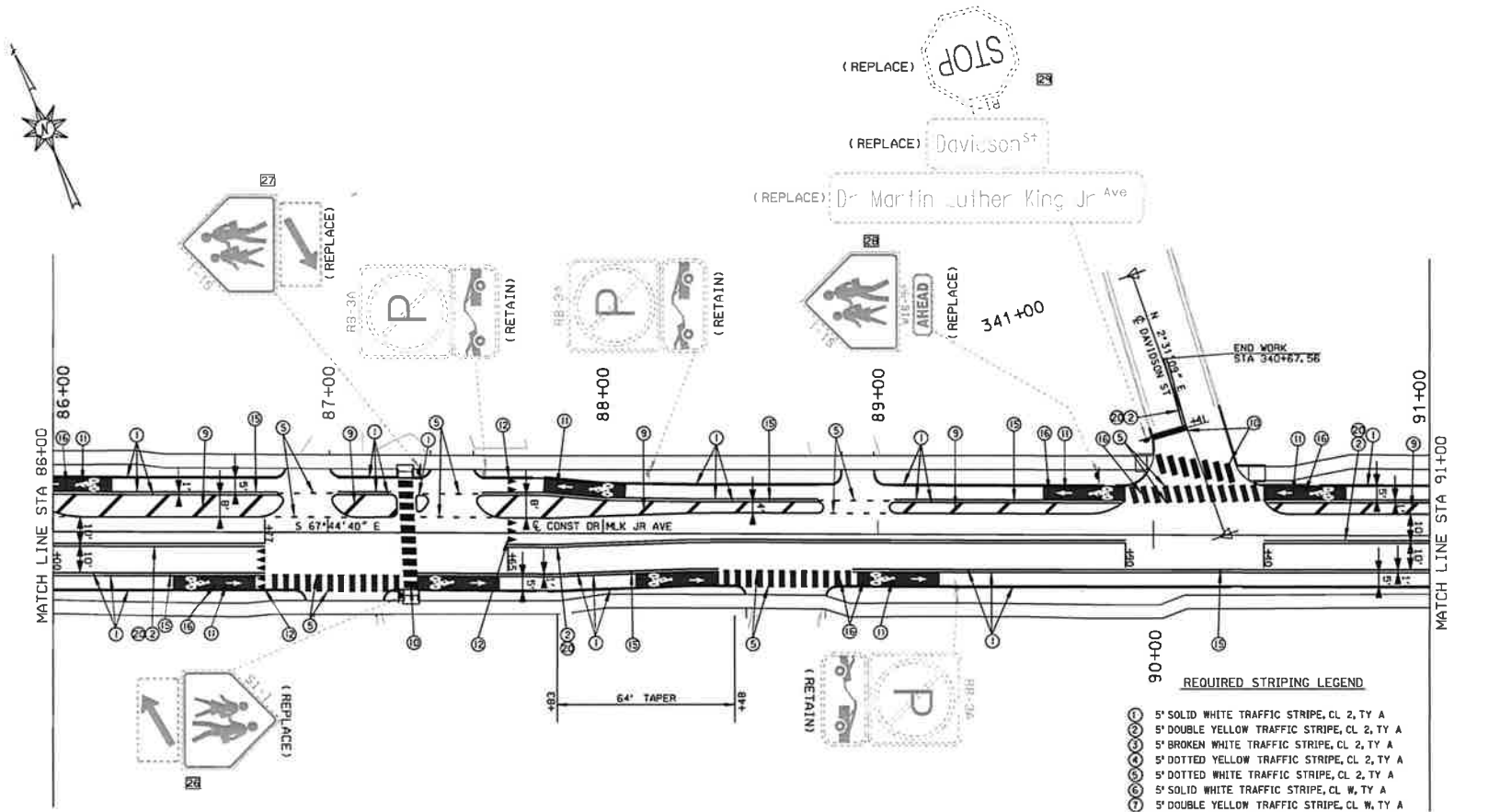
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4017(290)	2025	60



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2021-2045-01 TIGER-FAUP-4917(280)	2025	61



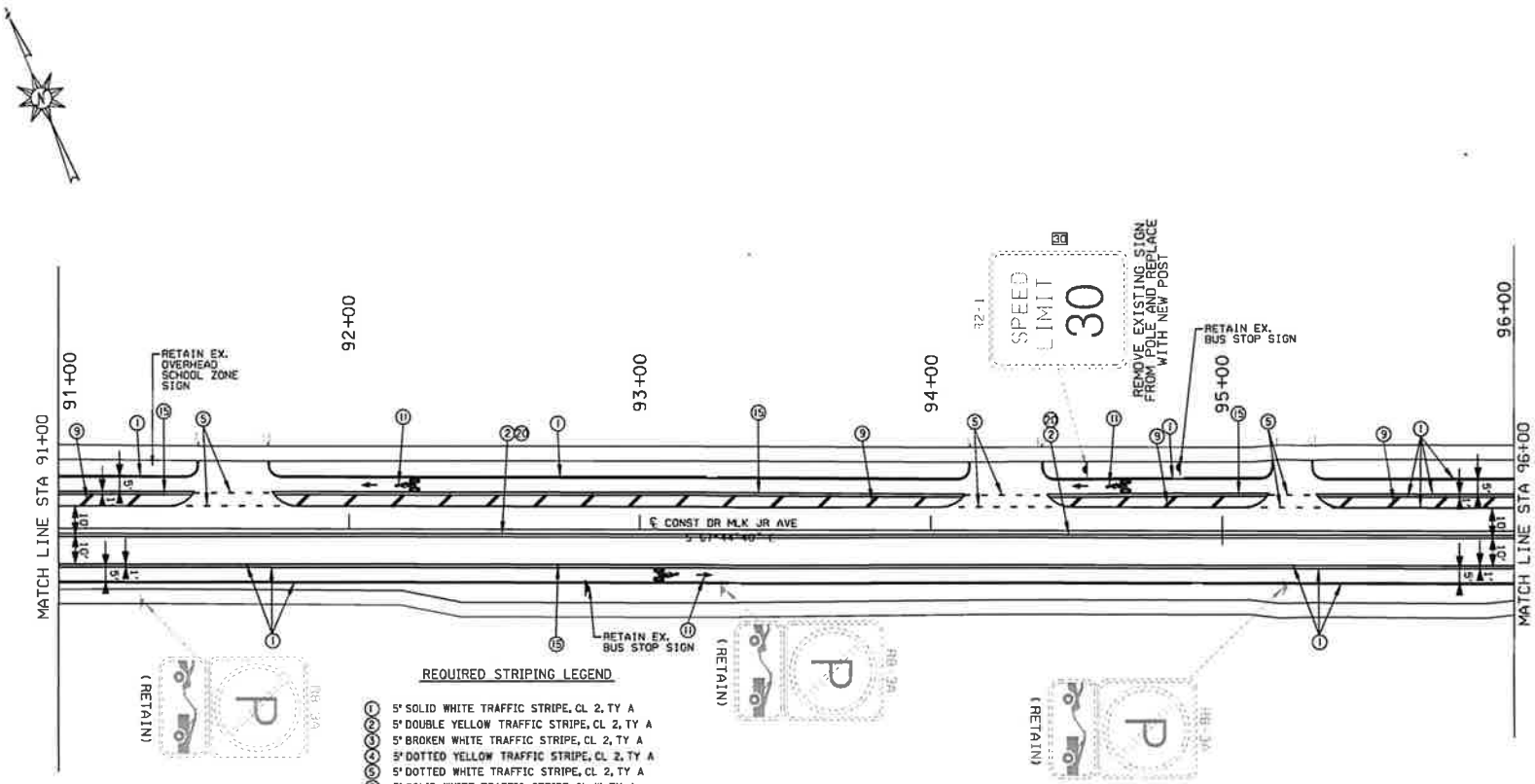
REQUIRED STRIPING LEGEND

1. 5' SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5' BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5' DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5' DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5' SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	62



REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
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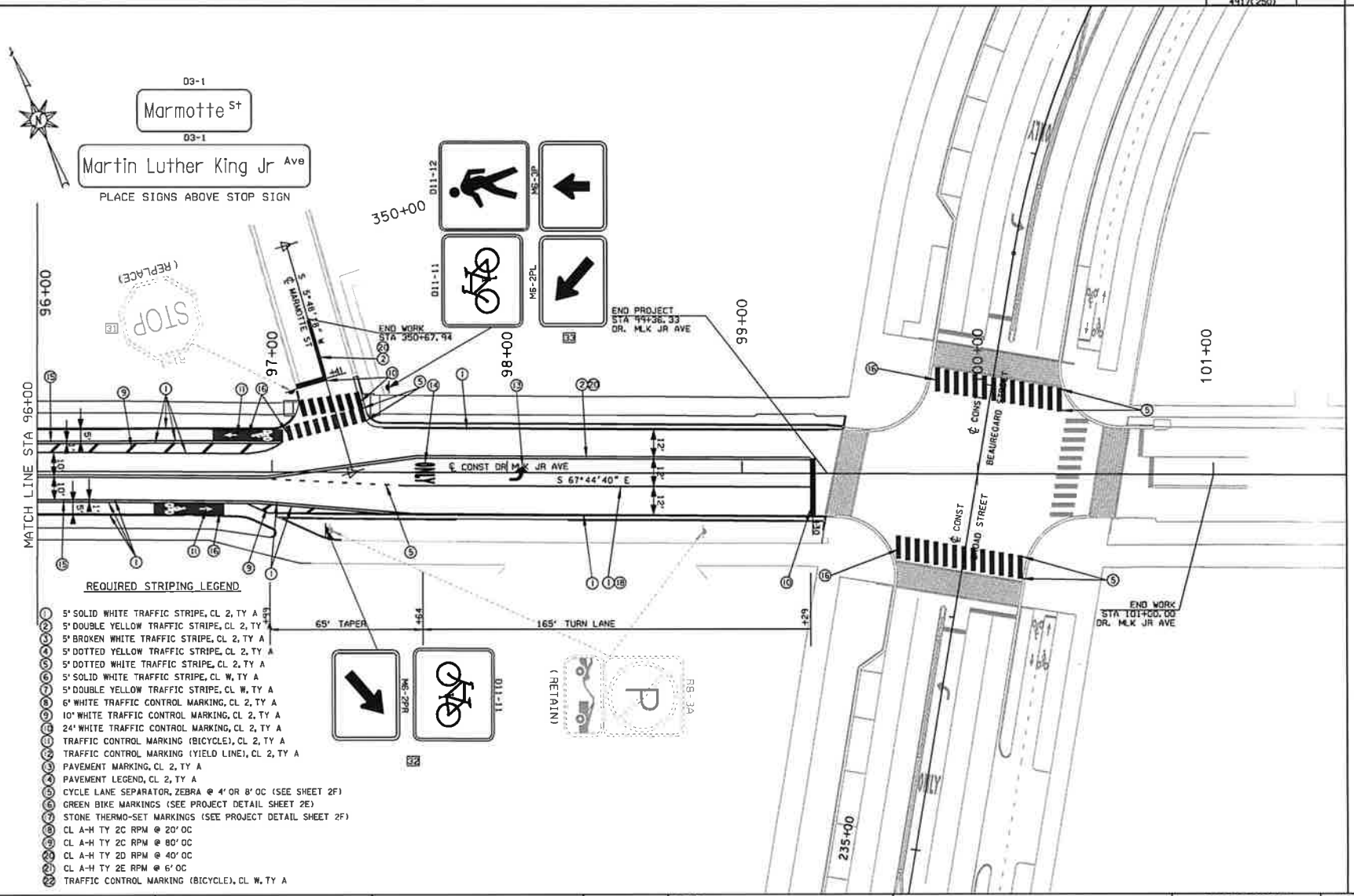
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-431(250)	2025	83



REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

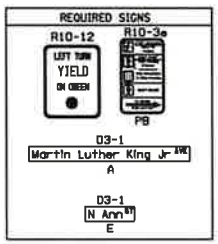
TRAFFIC SIGNAL LAYOUT SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(280)	2025	99

NOTES:

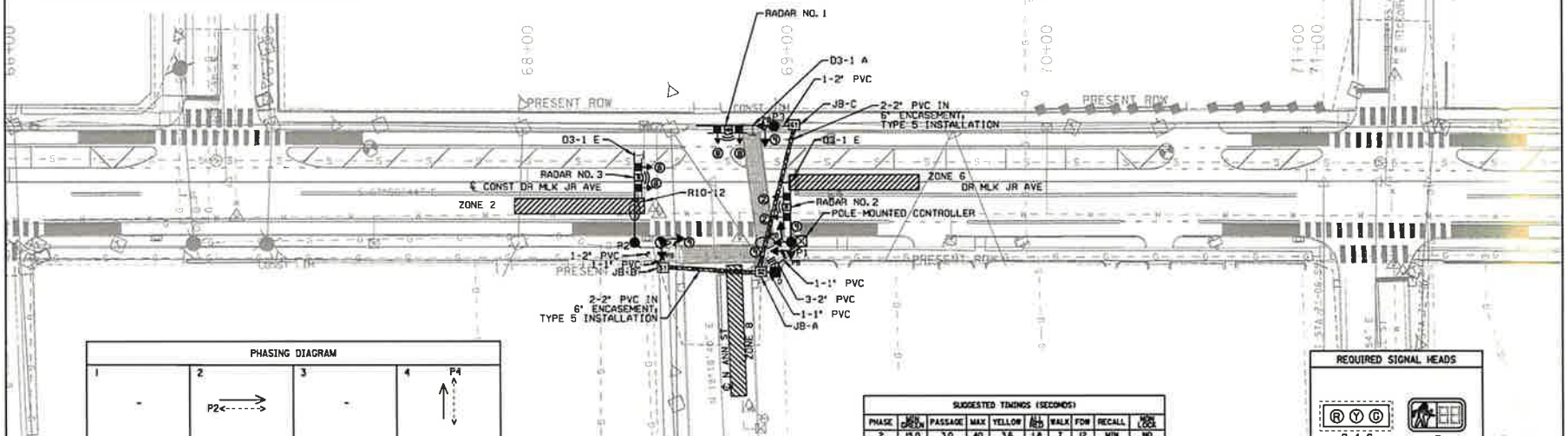
1. UNLESS OTHERWISE NOTED, ALL PRESENCE ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 13.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
5. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.
6. ALL SIGNAL HEADS ARE TO BE L.E.D. IN BLACK HOUSING.
7. THE CONTRACTOR SHALL INSTALL/LOCATE NEW SIGNAL HEADS AND REQUIRED SIGNAGE IN ACCORDANCE WITH GUIDELINES OF SIGNAL HEAD PLACEMENT FROM THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST ADOPTED ADDITION.
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.
10. ALL ABOVE GROUND UTILITIES AND OVERHEAD OBSTRUCTIONS MUST BE ADJUSTED TO TO ALLOW FULL VISIBILITY OF TRAFFIC SIGNALS IN ACCORDANCE WITH SECTION 5.7 OF THE ALDOT TRAFFIC SIGNAL DESIGN GUIDE & TIMING MANUAL.

REQUIRED SIGNS



CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-A
-	-	JB-A	POLE #1
2-2 IN.	-	JB-A	JB-B
2-2 IN.	-	JB-A	JB-C
1-2 IN.	-	JB-B	POLE #2
1-1 IN.	-	JB-B	POLE #4
1-2 IN.	-	JB-C	POLE #3
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2, #4, #6
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS



PHASING DIAGRAM

SUGGESTED TIMINGS (SECONDS)

PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	MIN LOCK
2	15.0	3.0	40	3.6	1.8	7	12	MIN	NO
6	15.0	3.0	40	3.6	1.8	-	-	MIN	NO
8	8.0	2.0	30	3.2	2.2	7	13	-	YES

REQUIRED SIGNAL HEADS

SUPPORTING STRUCTURES

POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	37	69+01.44	23.51' RT	25'	12'	SIGNAL POLE
P2	37	68+41.15	23.59' RT	35'	12'	SIGNAL POLE
P3	28	68+95.10	21.35' LT	30'	-	SIGNAL POLE
P4	8	68+51.69	23.59' RT	-	-	PEDESTAL POLE

PAY ITEM 730C-002 ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE (LUMP SUM)

#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
R10-3e SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)

DETECTOR TABLE

ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2	2	6X50	PRESENCE	2	-
6	6	6X50	PRESENCE	3	-
8	4	6X50	PRESENCE	1	-

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

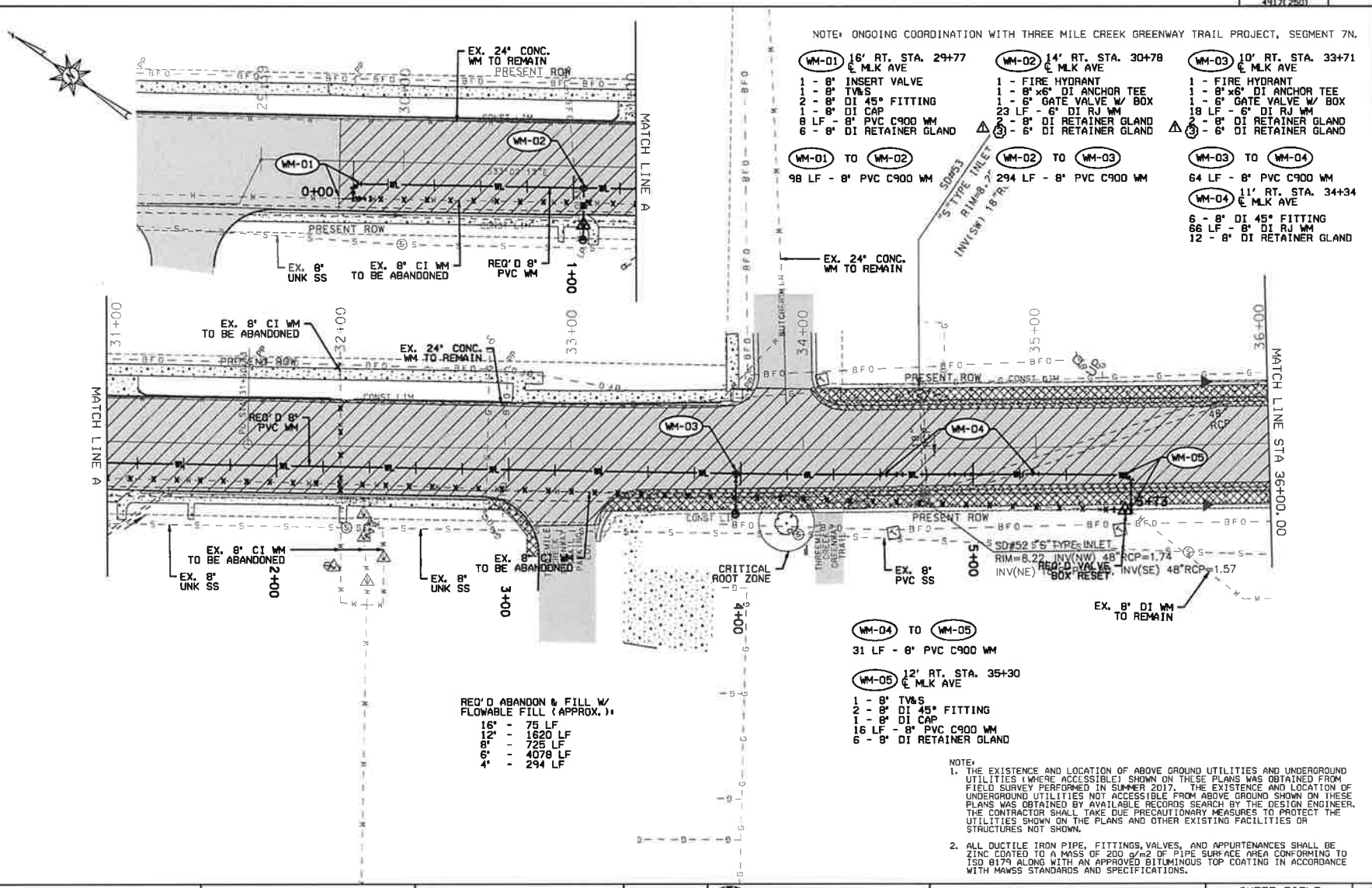
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
TRAFFIC SIGNAL LAYOUT SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2021-2045-01 TIGER-FAUP-4917(250)	2025	401



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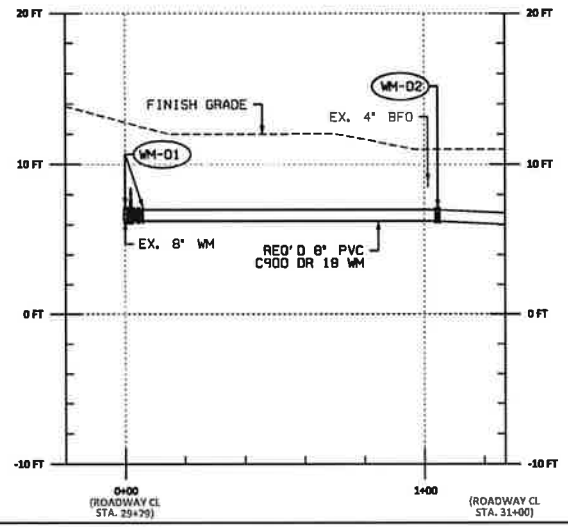
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	401A



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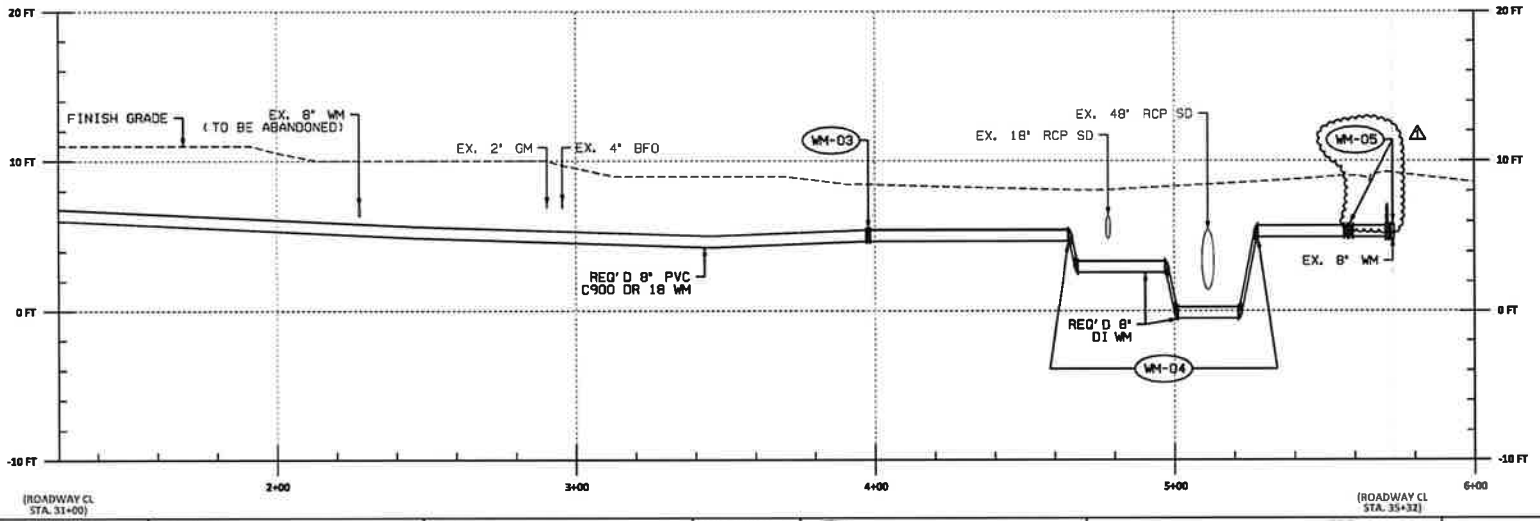
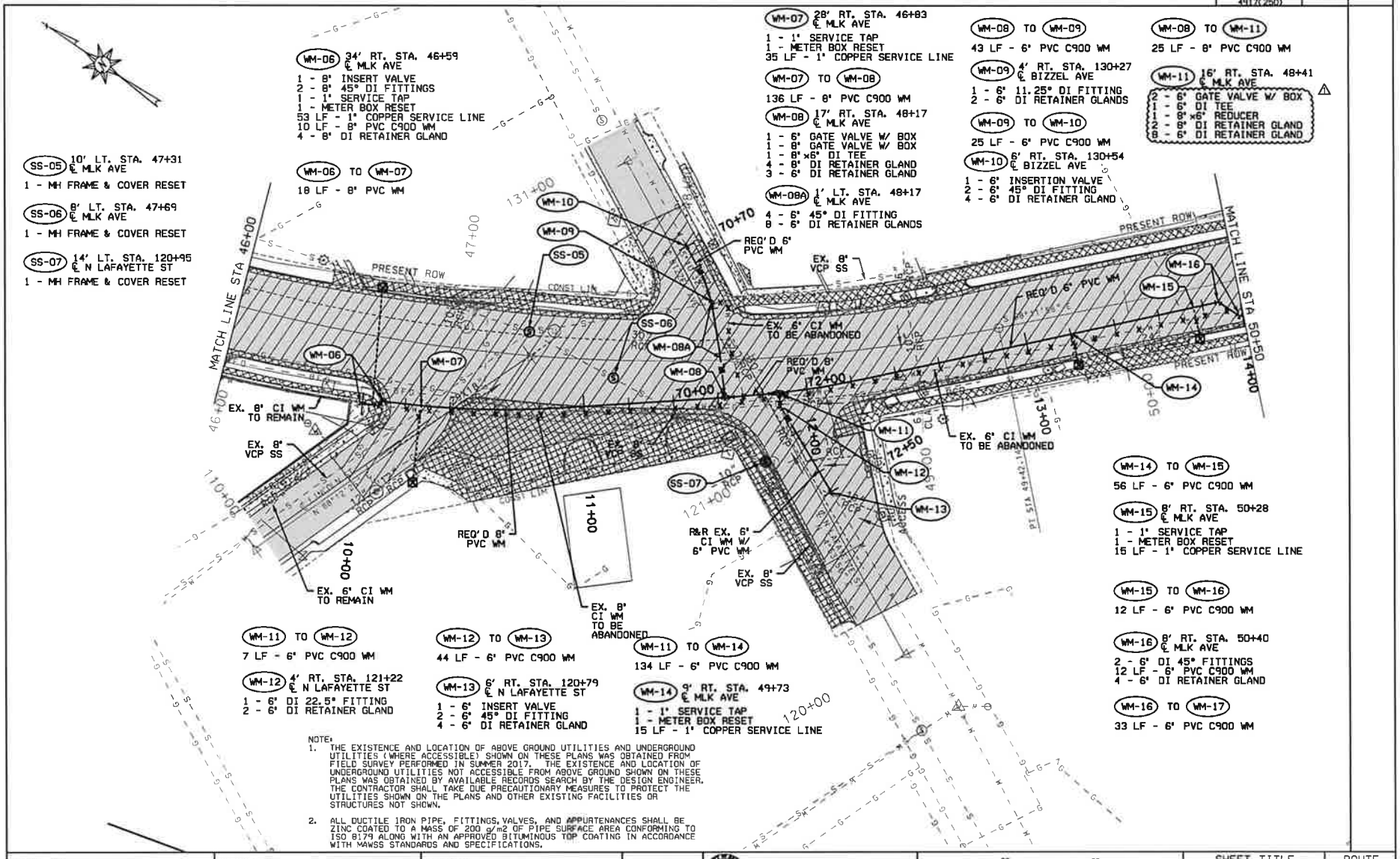


RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 VERT 4 0 4 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	404



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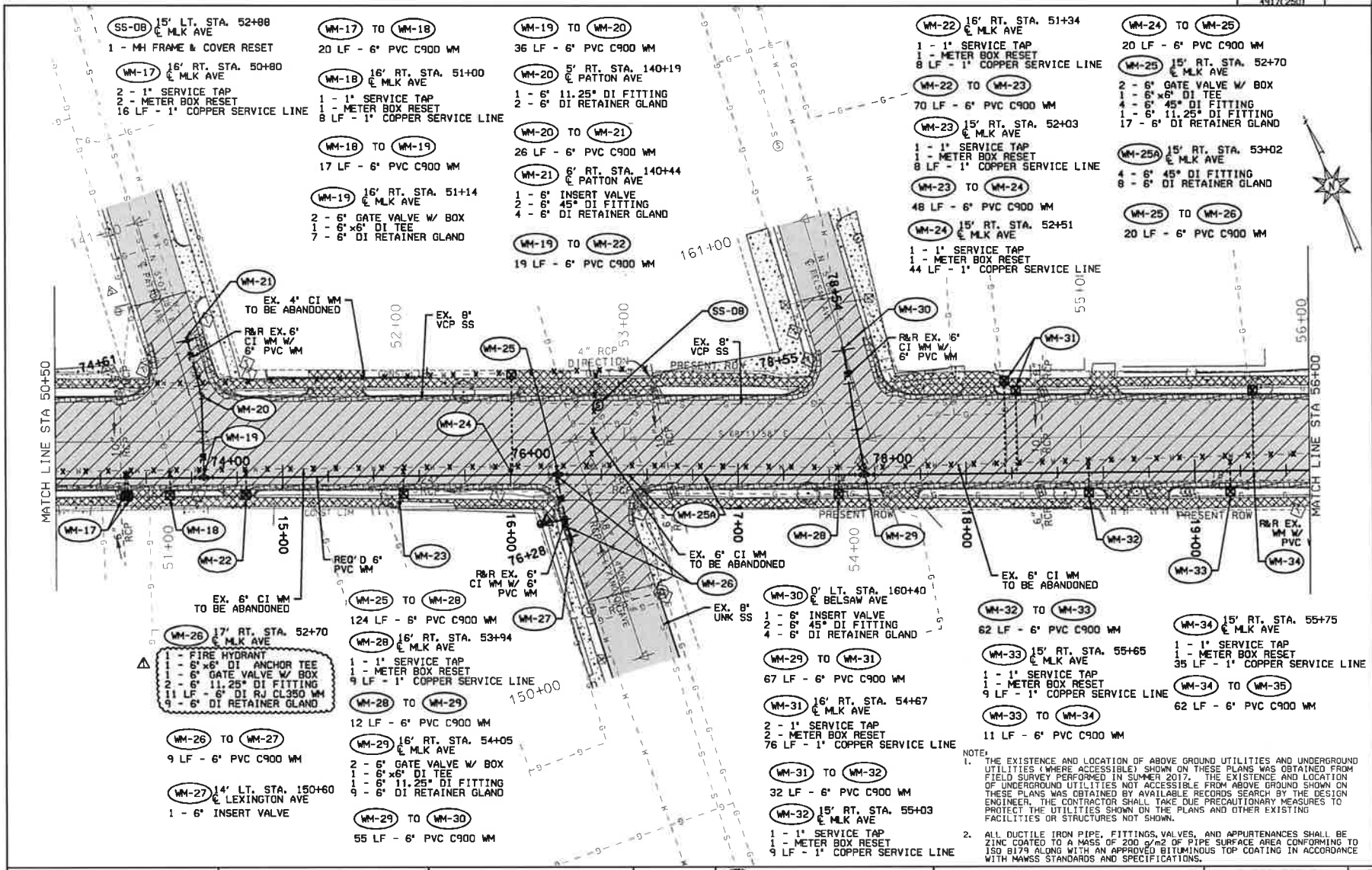
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2021-2045-01 TIGER-FAUP-1917(250)	2025	405



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
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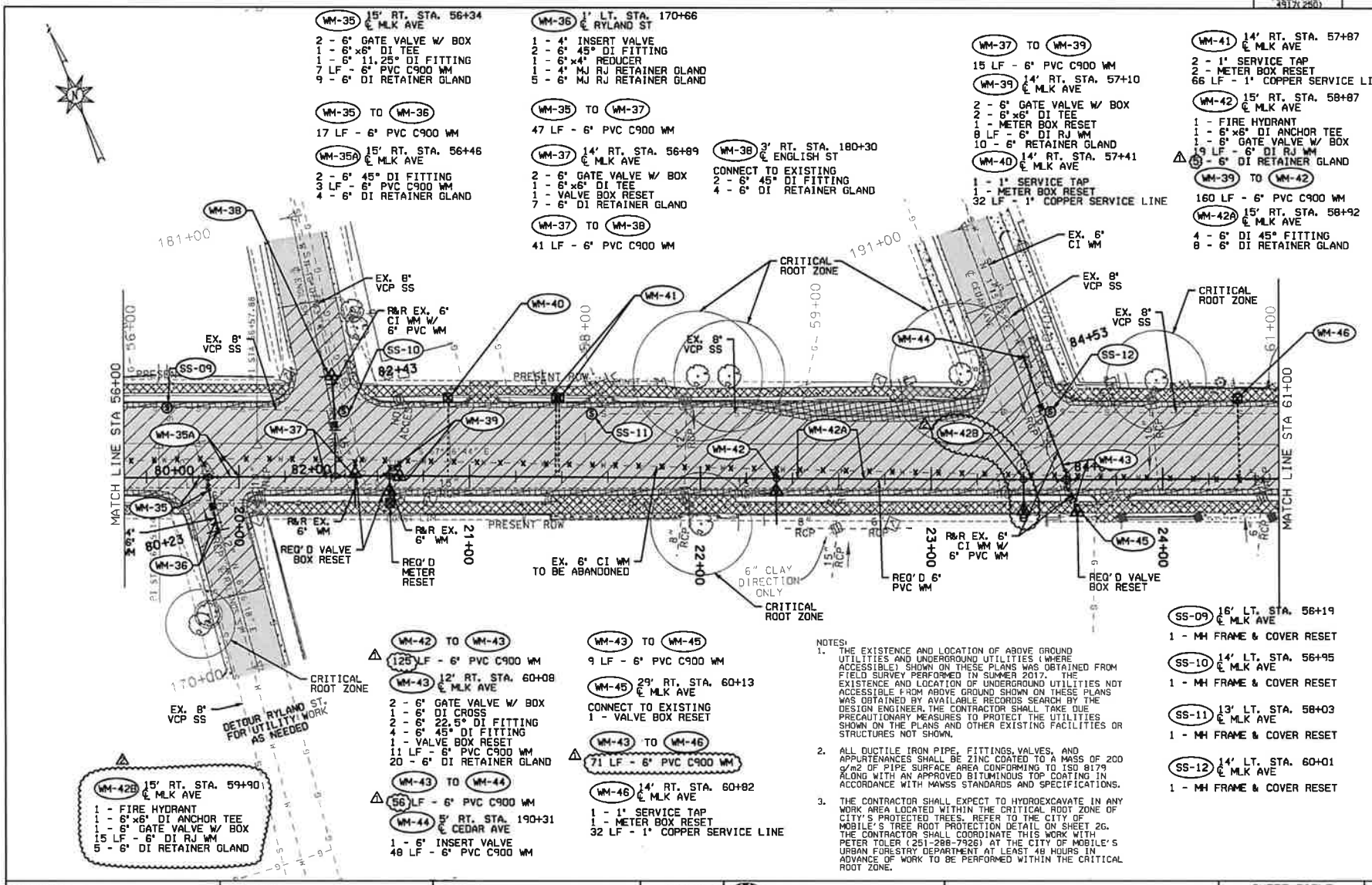
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(290)	2025	406



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

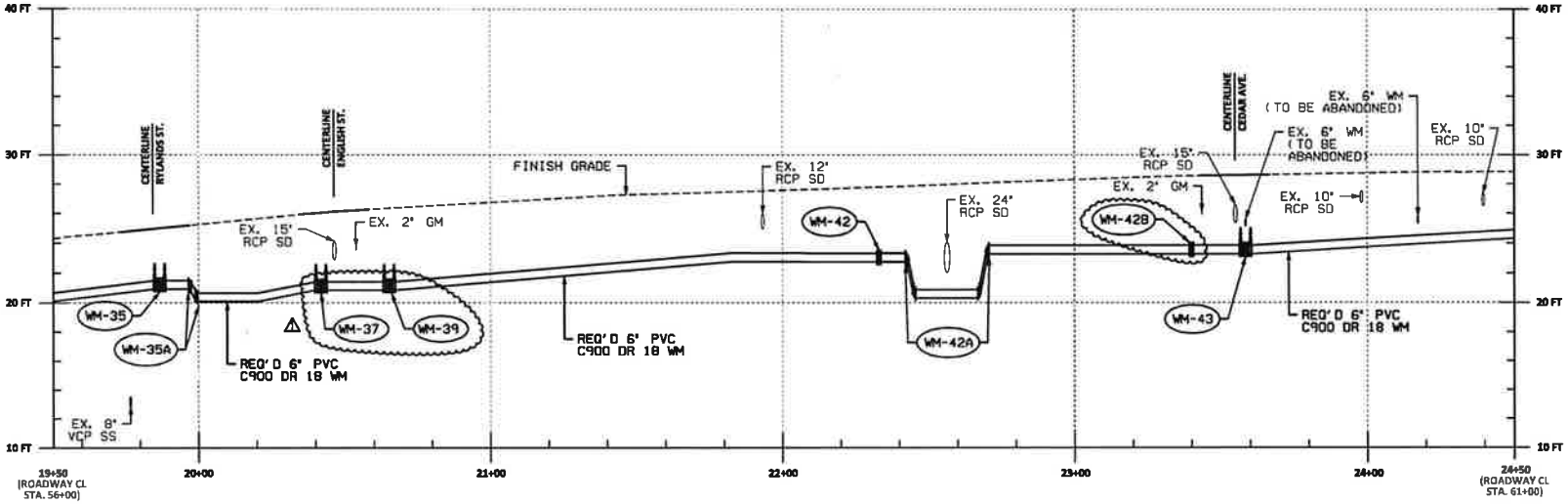
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	406A

MARTIN LUTHER KING, JR. AVENUE



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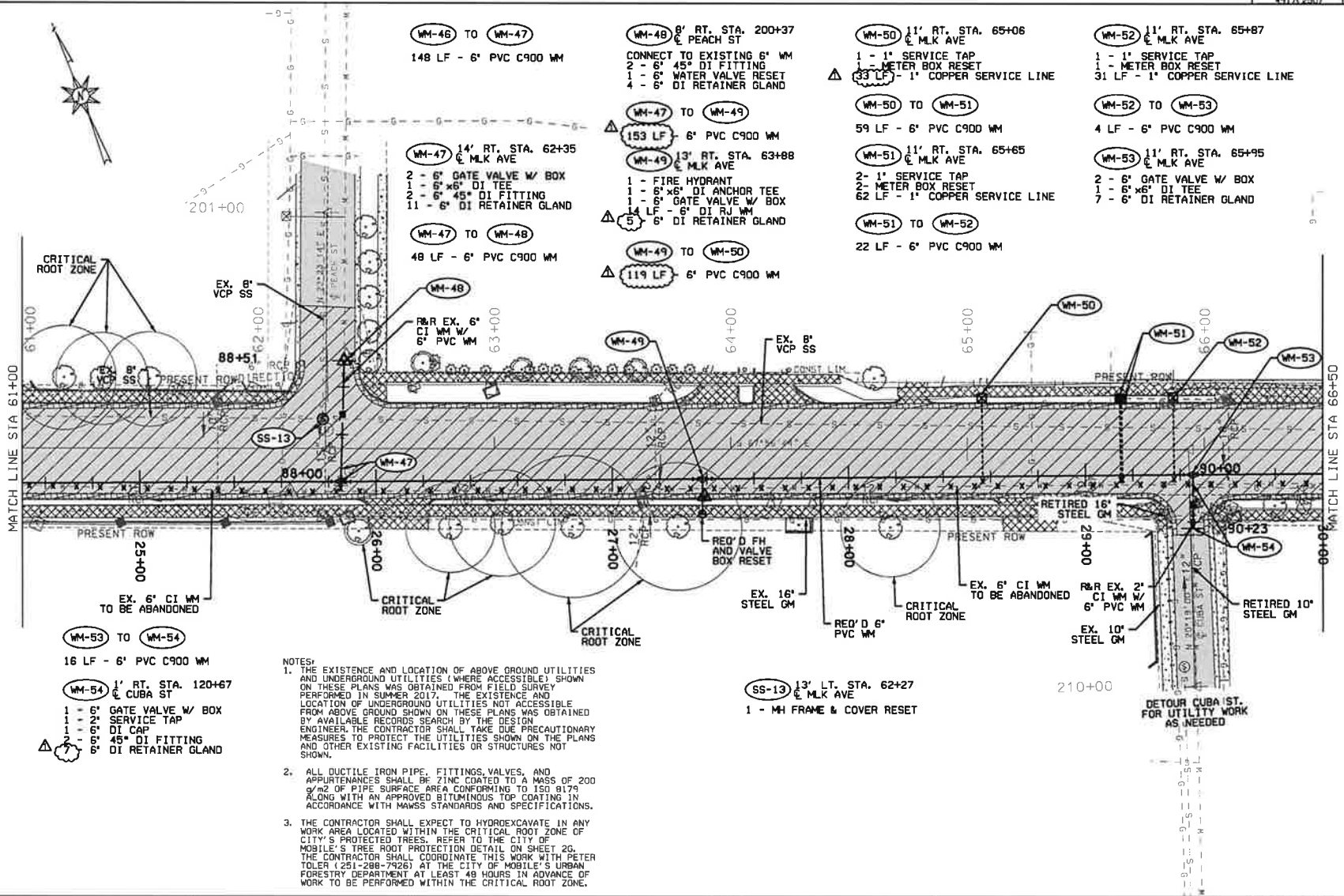
DATE:	DATE:	DATE:	100%	CITY OF MOBILE		UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	407



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DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	408

WM-53 TO WM-55
93 LF - 6" PVC C900 WM

WM-55 10' RT. STA. 65+88 ℄ MLK AVE
2 - 6" GATE VALVE W/ BOX
1 - 6"x6" DI TEE
7 - 6" DI RETAINER GLAND

WM-55 TO WM-56
40 LF - 6" PVC C900 WM

WM-56 5' RT. STA. 220+31 ℄ LIVE OAK ST
CONNECT TO EXISTING
1 - 6" GATE VALVE W/ BOX
2 - 6" 45° DI FITTING
1 - 6"x4" DI REDUCER
7 - 6" DI RETAINER GLAND
1 - 4" DI RETAINER GLAND

WM-55 TO WM-57
49 LF - 6" PVC C900 WM

WM-57 9' RT. STA. 67+41 ℄ MLK AVE
1 - 1" SERVICE TAP
1 - METER BOX RESET
13 LF - 1" COPPER SERVICE LINE

WM-57 TO WM-59
141 LF - 6" PVC C900 WM

WM-58 8' RT. STA. 68+45 ℄ MLK AVE
2 - 1" SERVICE TAP
2 - METER BOX RESET
59 LF - 1" COPPER SERVICE LINE

WM-59 8' RT. STA. 68+82 ℄ MLK AVE
2 - 6" GATE VALVE W/ BOX
1 - 6"x6" DI TEE
7 - 6" DI RETAINER GLAND

WM-59 TO WM-60
24 LF - 6" PVC C900 WM

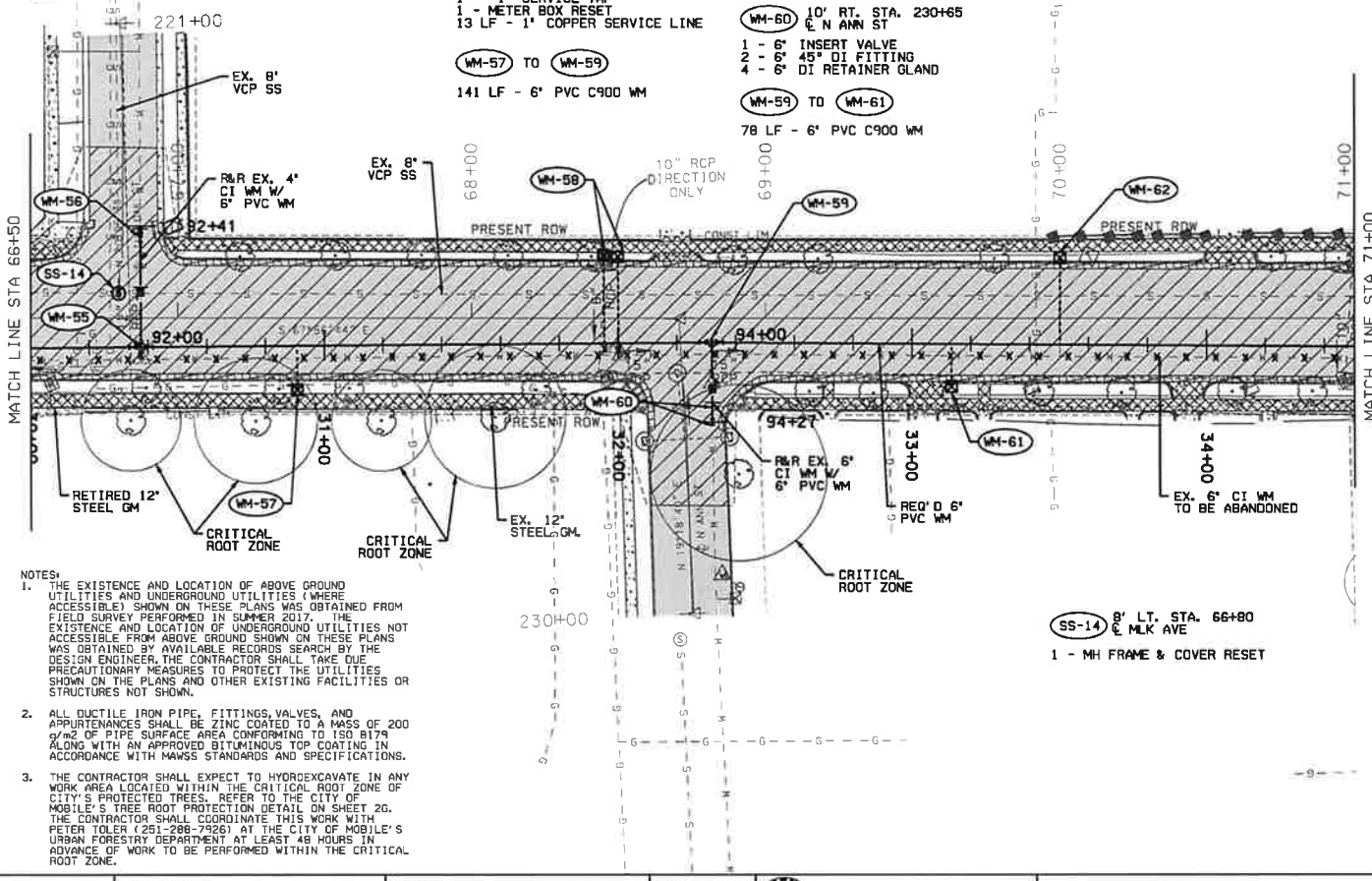
WM-60 10' RT. STA. 230+65 ℄ N ANN ST
1 - 6" INSERT VALVE
2 - 6" 45° DI FITTING
4 - 6" DI RETAINER GLAND

WM-59 TO WM-61
78 LF - 6" PVC C900 WM

WM-61 9' RT. STA. 69+63 ℄ MLK AVE
1 - 1" SERVICE TAP
1 - METER BOX RESET
13 LF - 1" COPPER SERVICE LINE

WM-61 TO WM-62
37 LF - 6" PVC C900 WM

WM-62 9' RT. STA. 70+00 ℄ MLK AVE
1 - 1" SERVICE TAP
1 - METER BOX RESET
28 LF - 1" COPPER SERVICE LINE



SS-14 8' LT. STA. 66+80 ℄ MLK AVE
1 - MH FRAME & COVER RESET

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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

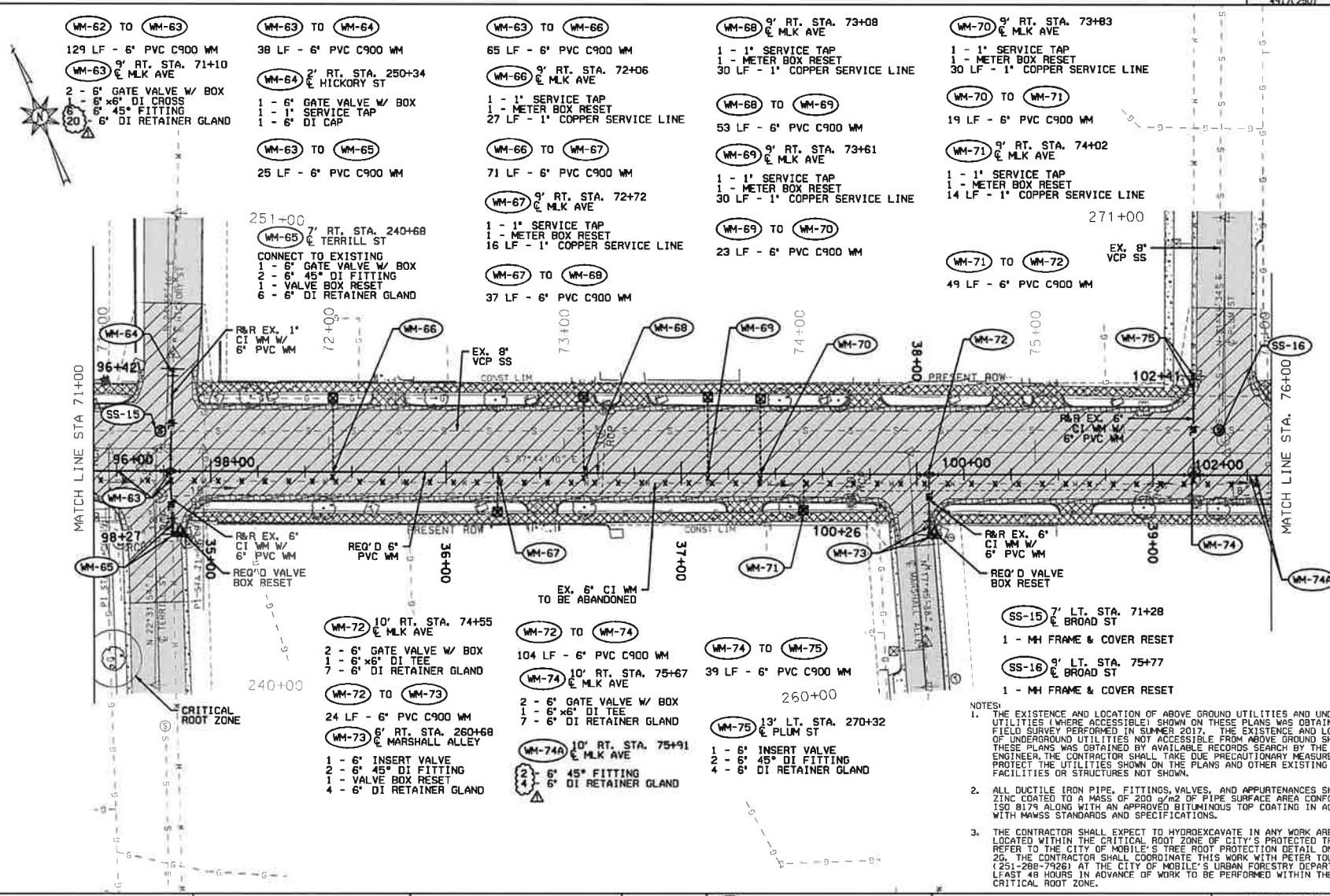
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(290)	2025	409



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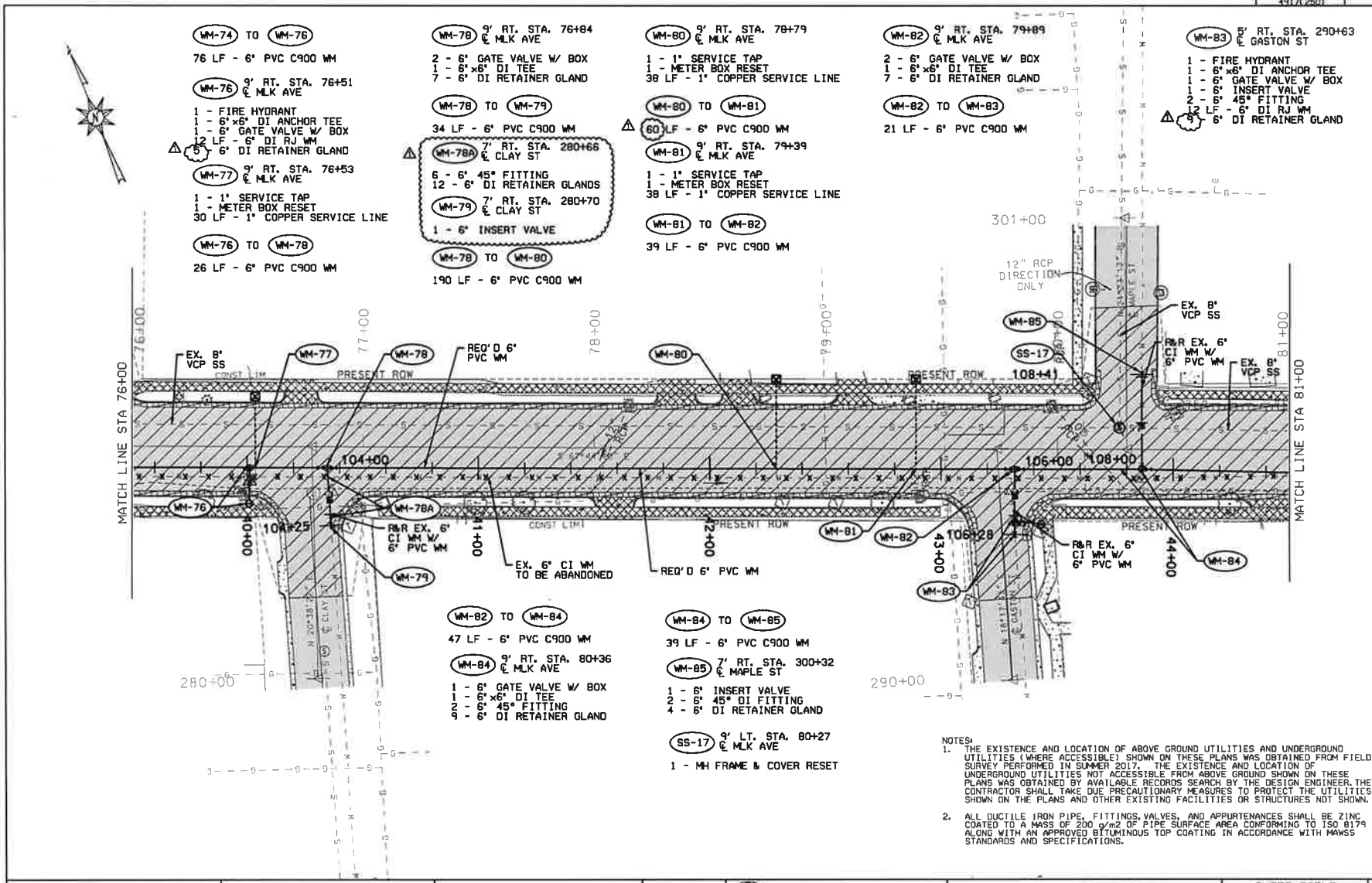
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	410



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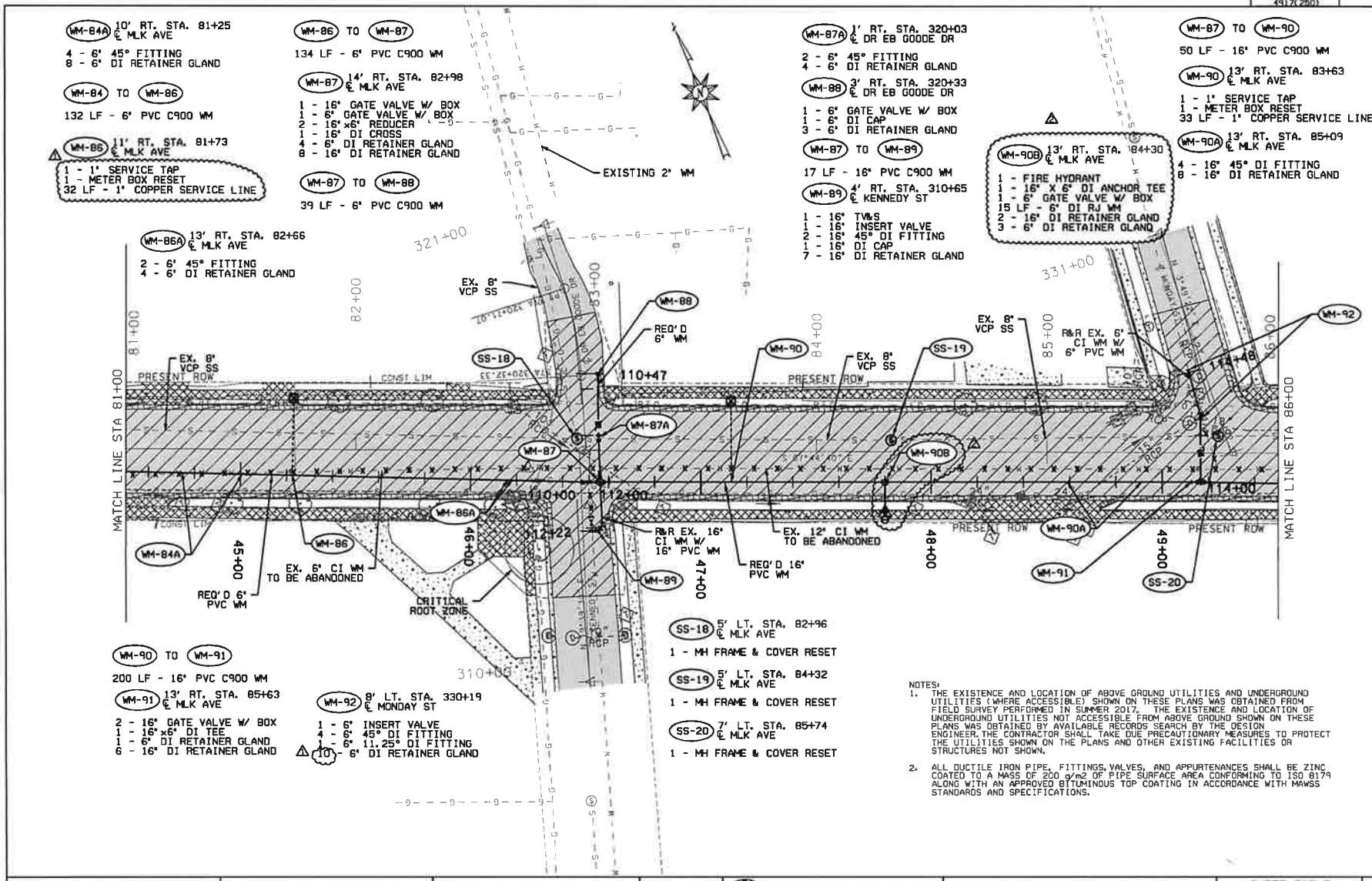
UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4117(250)	2025	411



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

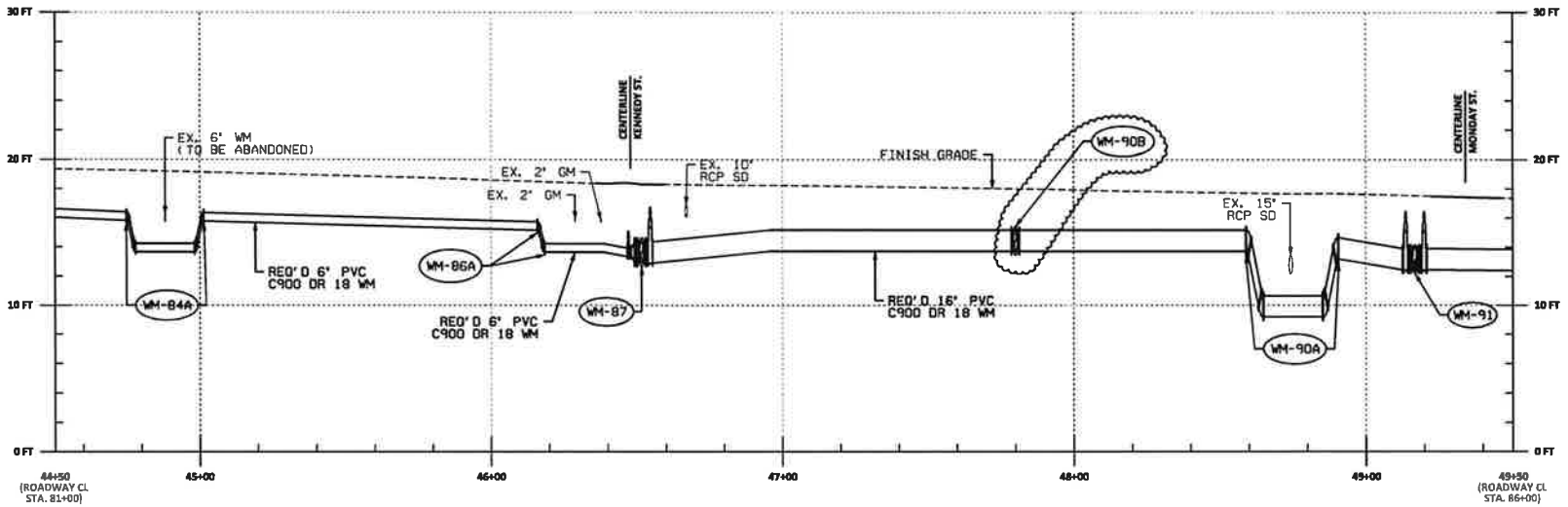
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-431(280)	2025	411A

MARTIN LUTHER KING, JR. AVENUE



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

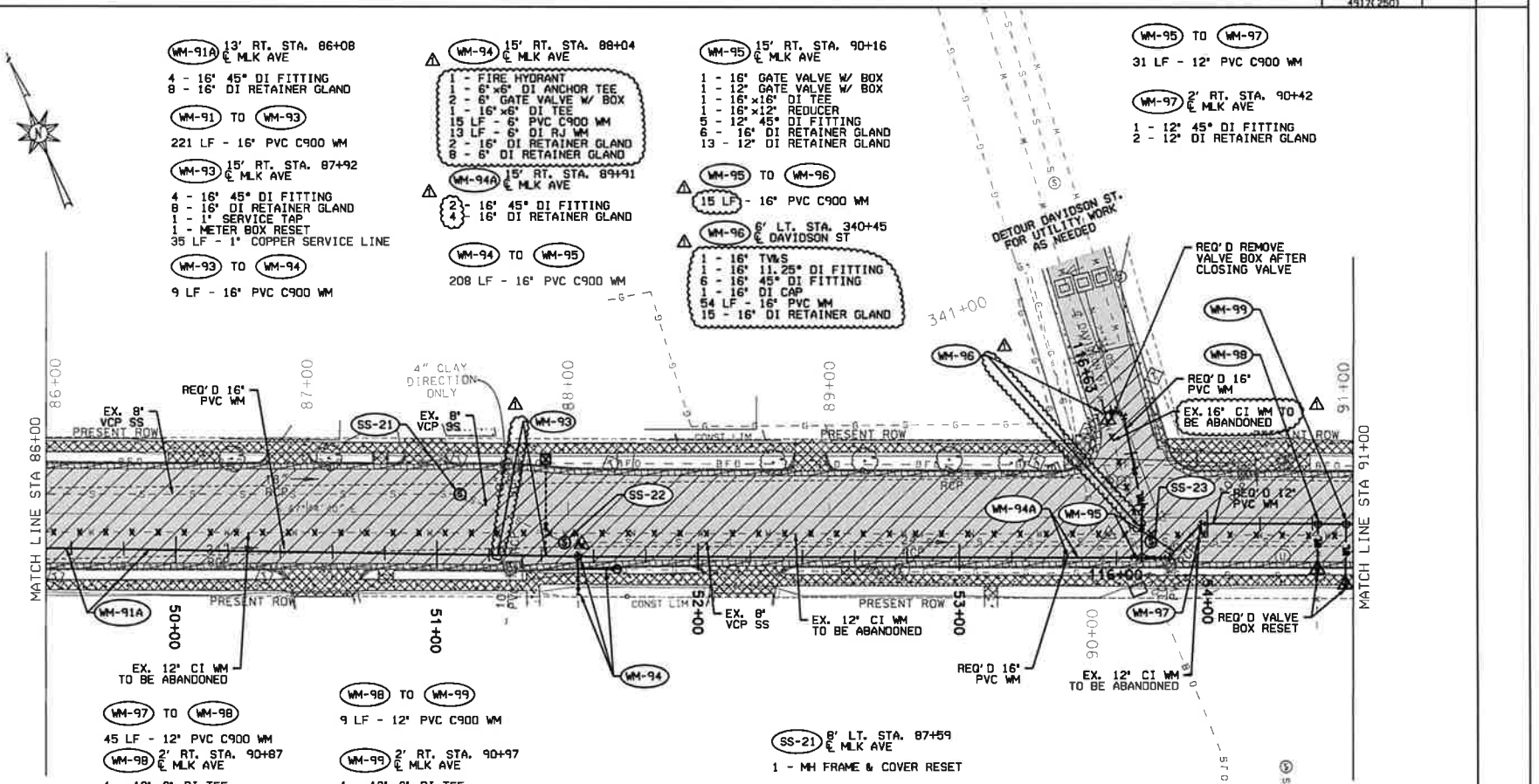
CITY OF MOBILE

HORIZ 20 0 20 VERT 4 0 4 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4317(250)	2025	412



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DATE:	DATE:	DATE:	100%

CITY OF MOBILE

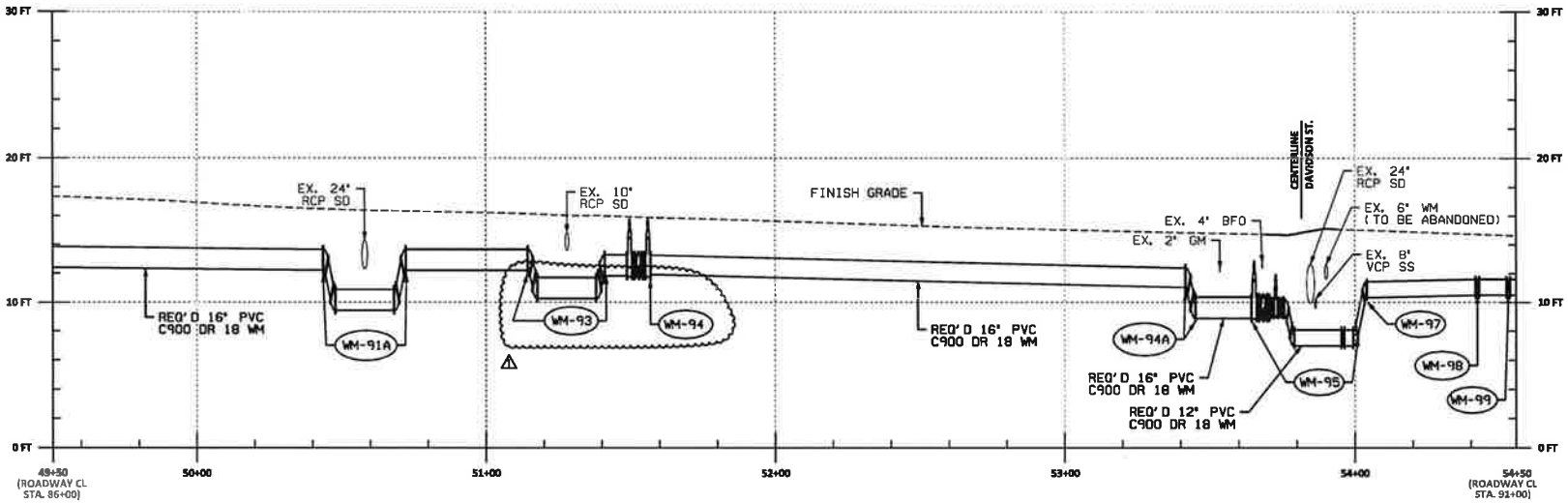
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	412A

MARTIN LUTHER KING, JR. AVENUE



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DATE:	DATE:	DATE:	100%

CITY OF MOBILE

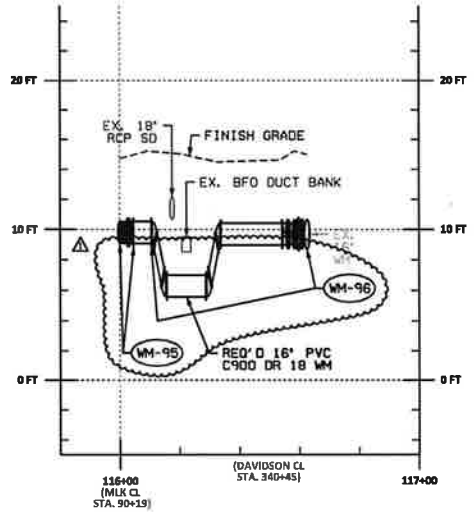
HORIZ 20 0 20 SCALE (FEET) VERT 4 0 4

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	412B

DAVIDSON STREET



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 / VERT 4 0 4 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-491(290)	2025	413

WM-99 TO WM-100

4 LF - 12" PVC C900 WM

WM-100 2' RT. STA. 91+03 ℄ MLK AVE

1 - FIRE HYDRANT
1 - 12"x6" DI ANCHOR TEE
1 - 6" GATE VALVE W/ BOX
27 LF - 6" DI RJ WM
2 - 12" DI RETAINER GLAND
3 - 6" DI RETAINER GLAND

WM-100 TO WM-101

260 LF - 12" PVC C900 WM

WM-101 3' RT. STA. 93+68 ℄ MLK AVE

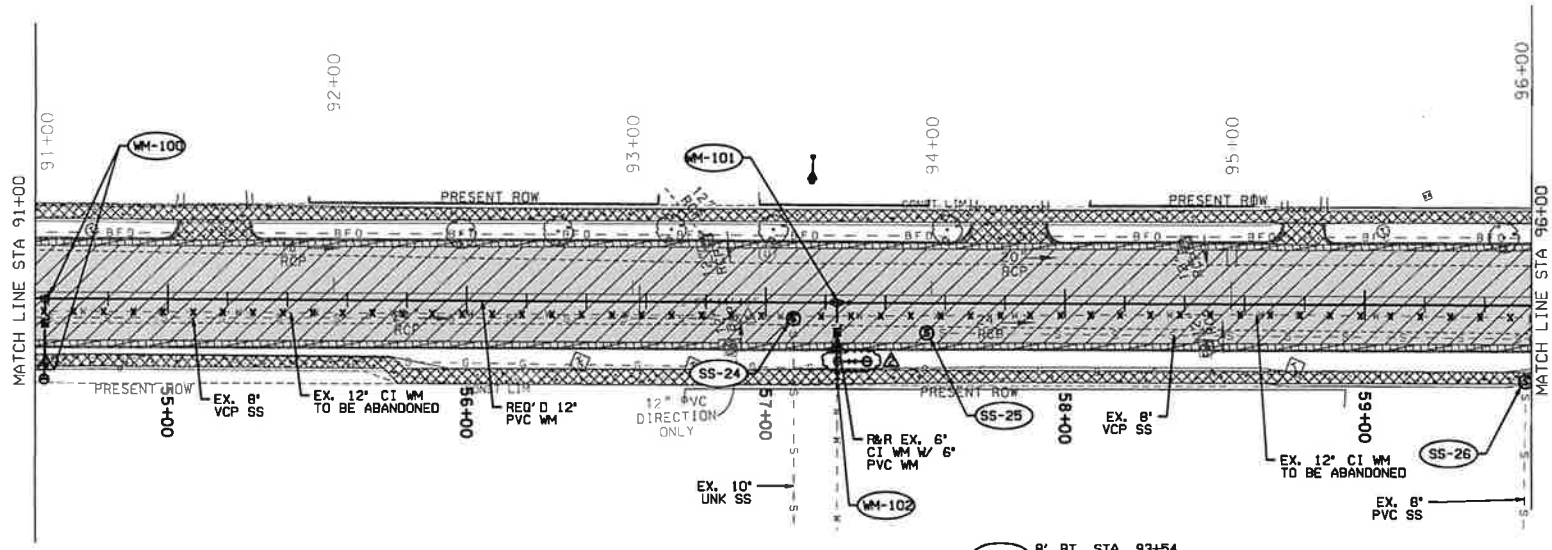
1 - FIRE HYDRANT
1 - 6" X 6" ANCHOR TEE
1 - 12" x 6" DI TEE
2 - 12" GATE VALVE W/ BOX
1 - 6" GATE VALVE W/ BOX
6 - 12" DI RETAINER GLAND
6 - 6" DI RETAINER GLAND
35 LF - 6" DI RJ WM

WM-101 TO WM-102

23 LF - 6" PVC C900 WM

WM-102 13' RT. STA. 93+68 ℄ MLK AVE

1 - 6" INSERT VALVE
4 - 6" 45° DI FITTING
8 - 6" DI RETAINER GLAND



SS-24 8' RT. STA. 93+54 ℄ MLK AVE

1 - MH FRAME & COVER RESET

SS-25 13' RT. STA. 93+98 ℄ MLK AVE

1 - MH FRAME & COVER RESET

SS-26 28' RT. STA. 95+98 ℄ MLK AVE

1 - MH FRAME & COVER RESET

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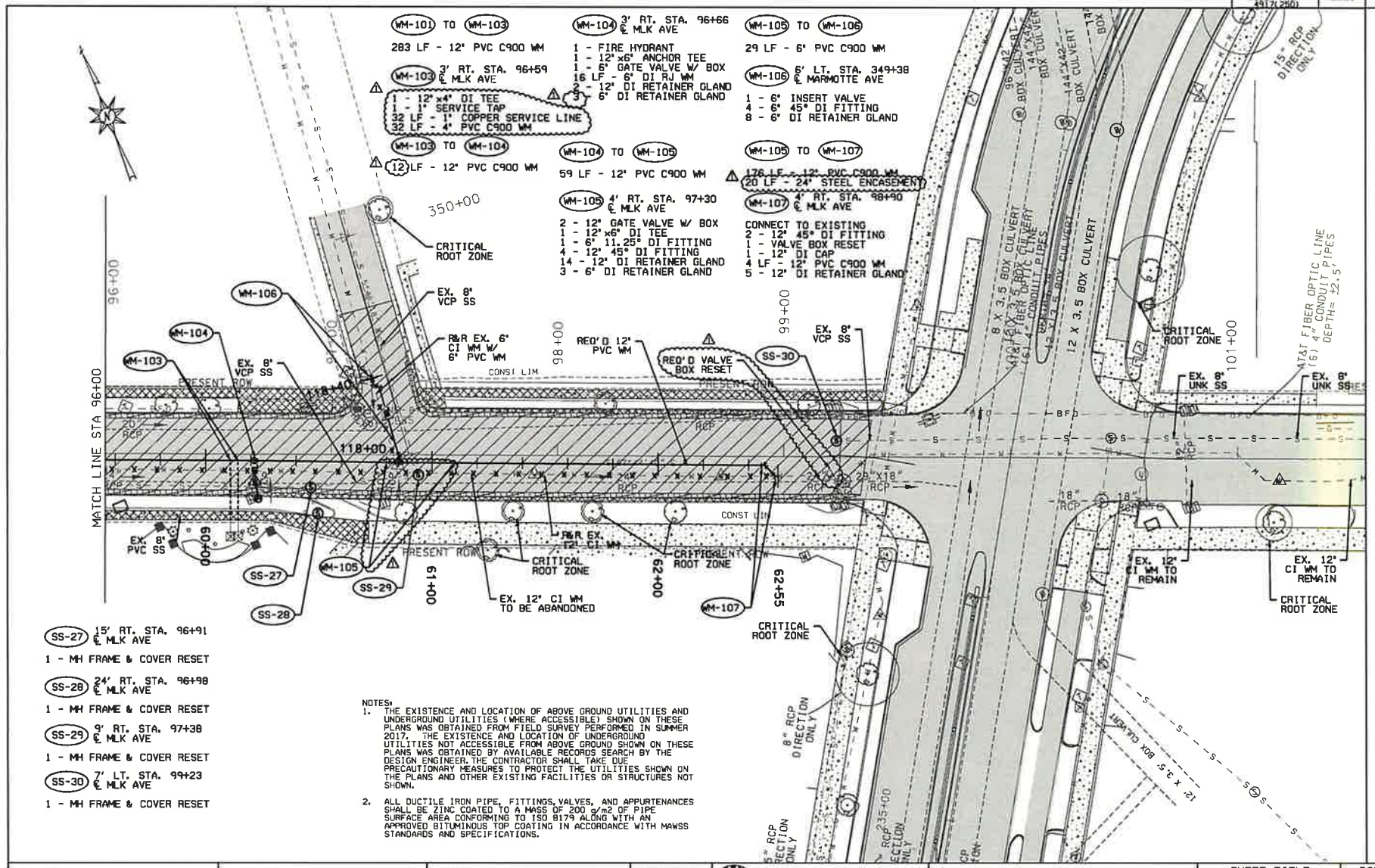
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAU-4312(250)	2025	414



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DATE:	DATE:	DATE:	100%

CITY OF MOBILE

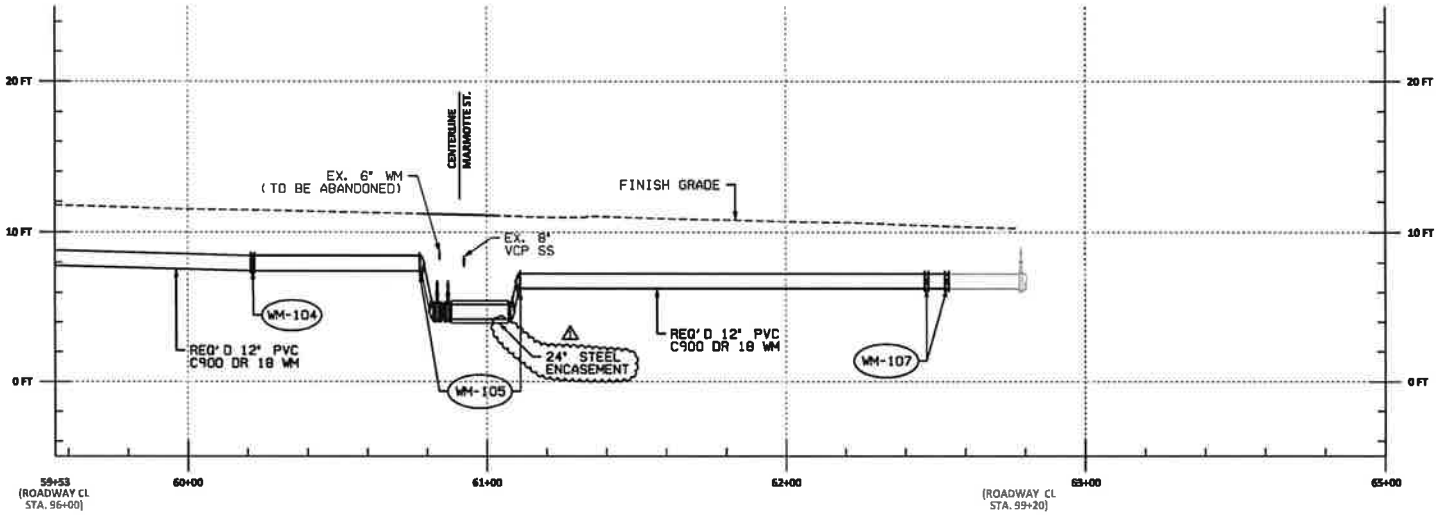
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(290)	2025	414A

MARTIN LUTHER KING, JR. AVENUE



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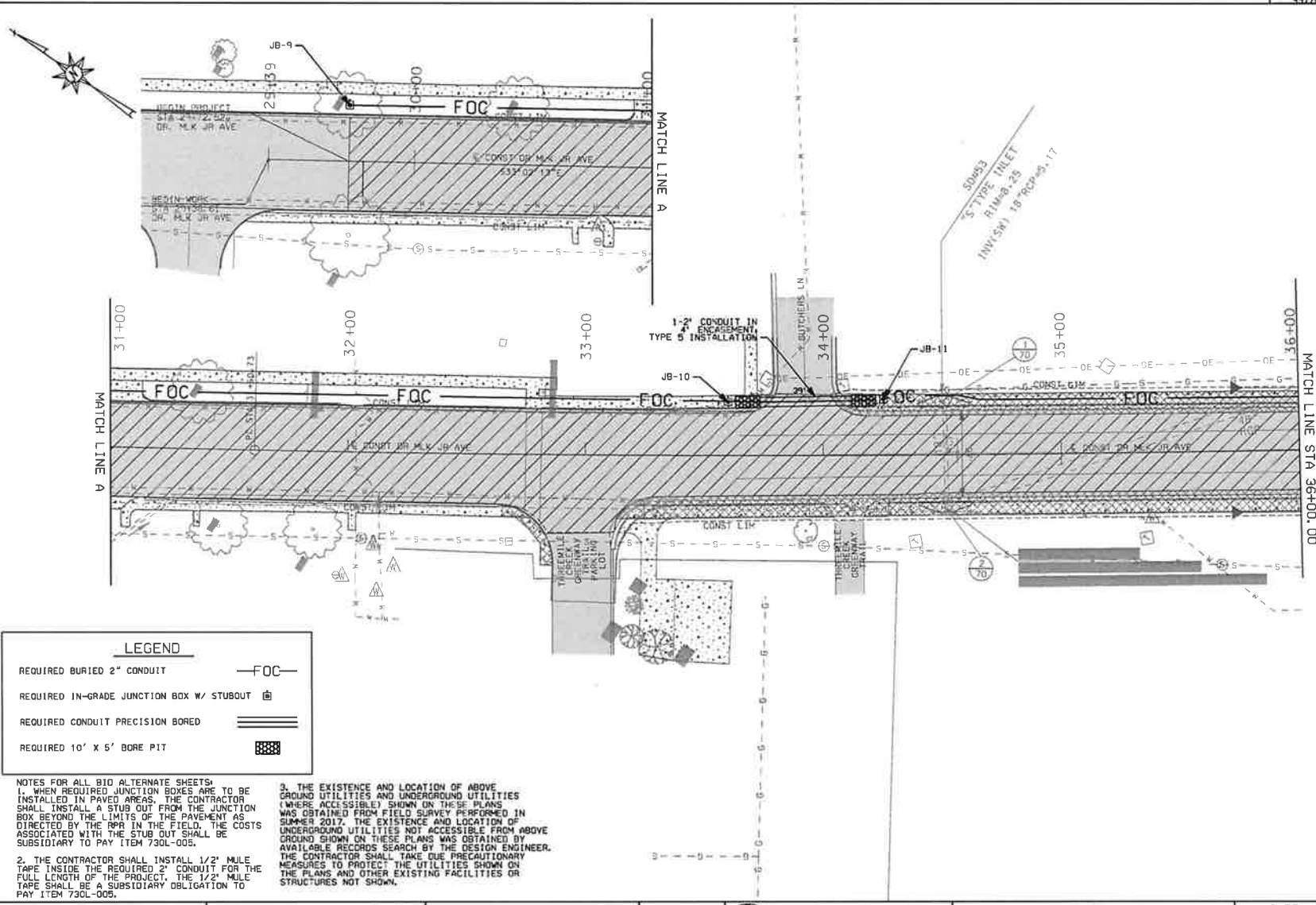
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO.
2023-2045-01 TIGER-FAUP-4917(280)	2025	420



LEGEND

- REQUIRED BURIED 2" CONDUIT —FOC—
- REQUIRED IN-GRADE JUNCTION BOX W/ STUBOUT
- REQUIRED CONDUIT PRECISION BORED
- REQUIRED 10' X 5' BORE PIT

NOTES FOR ALL BID ALTERNATE SHEETS:

1. WHEN REQUIRED JUNCTION BOXES ARE TO BE INSTALLED IN PAVED AREAS, THE CONTRACTOR SHALL INSTALL A STUB OUT FROM THE JUNCTION BOX BEYOND THE LIMITS OF THE PAVEMENT AS DIRECTED BY THE RPR IN THE FIELD. THE COSTS ASSOCIATED WITH THE STUB OUT SHALL BE SUBSIDIARY TO PAY ITEM 730L-005.

2. THE CONTRACTOR SHALL INSTALL 1/2" MULE TAPE INSIDE THE REQUIRED 2" CONDUIT FOR THE FULL LENGTH OF THE PROJECT. THE 1/2" MULE TAPE SHALL BE A SUBSIDIARY OBLIGATION TO PAY ITEM 730L-005.

3. THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

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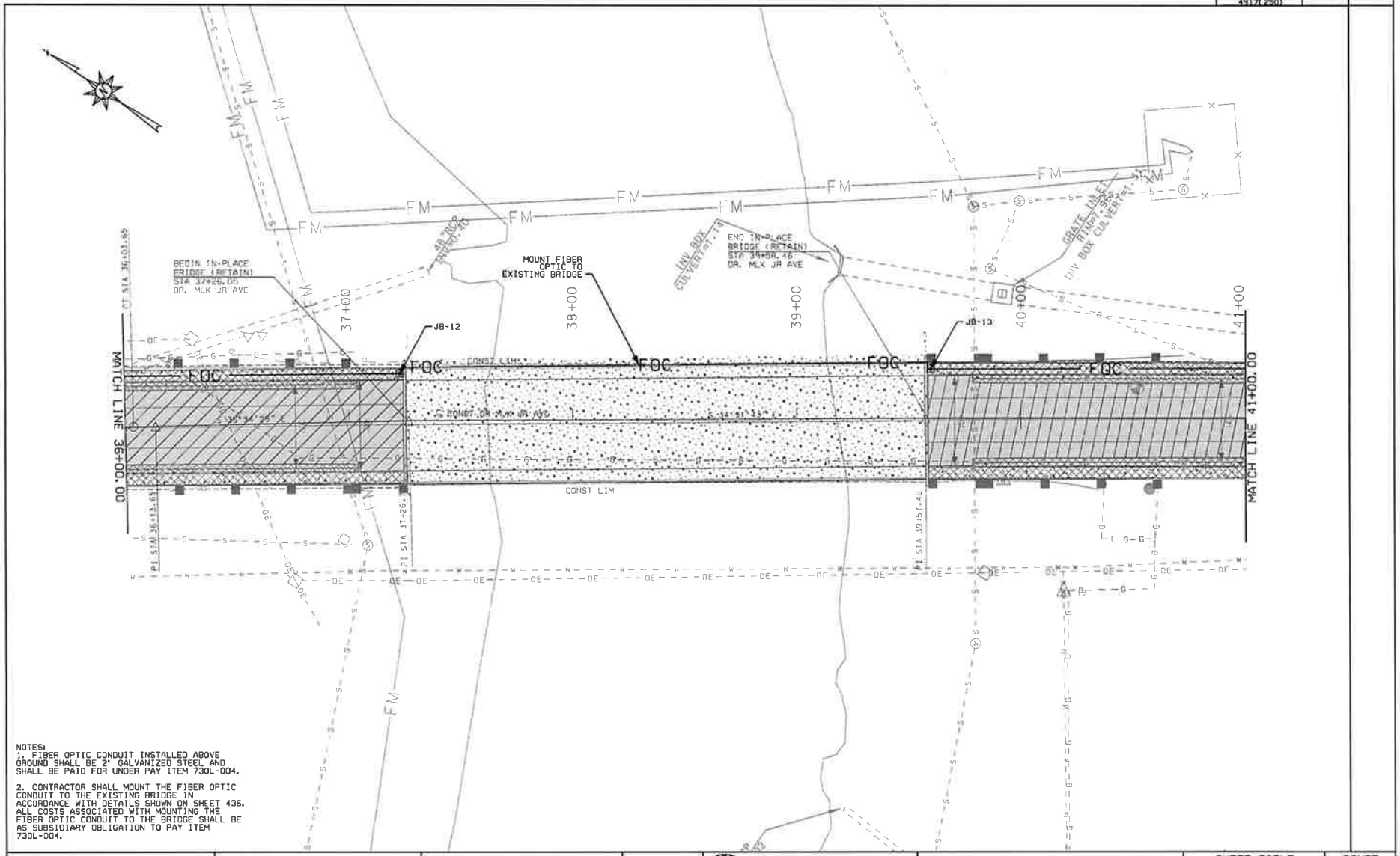
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	421



NOTES:
1. FIBER OPTIC CONDUIT INSTALLED ABOVE GROUND SHALL BE 2" GALVANIZED STEEL AND SHALL BE PAID FOR UNDER PAY ITEM 730L-004.

2. CONTRACTOR SHALL MOUNT THE FIBER OPTIC CONDUIT TO THE EXISTING BRIDGE IN ACCORDANCE WITH DETAILS SHOWN ON SHEET 436. ALL COSTS ASSOCIATED WITH MOUNTING THE FIBER OPTIC CONDUIT TO THE BRIDGE SHALL BE AS SUBSIDIARY OBLIGATION TO PAY ITEM 730L-004.

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DATE:	DATE:	DATE:	100%

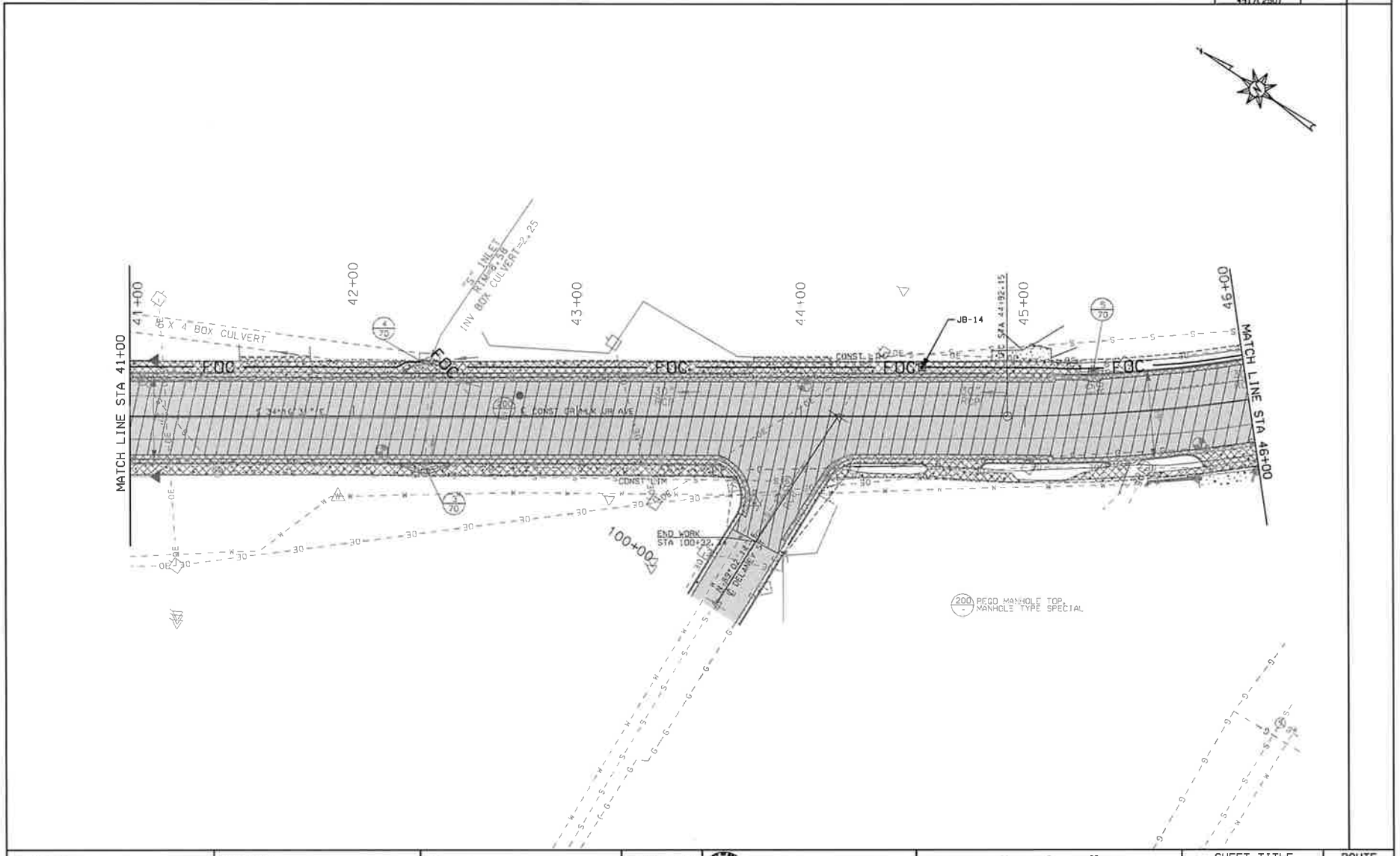
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO.
2023-2045-01 TIGER-FAUP-4917(290)	2025	422



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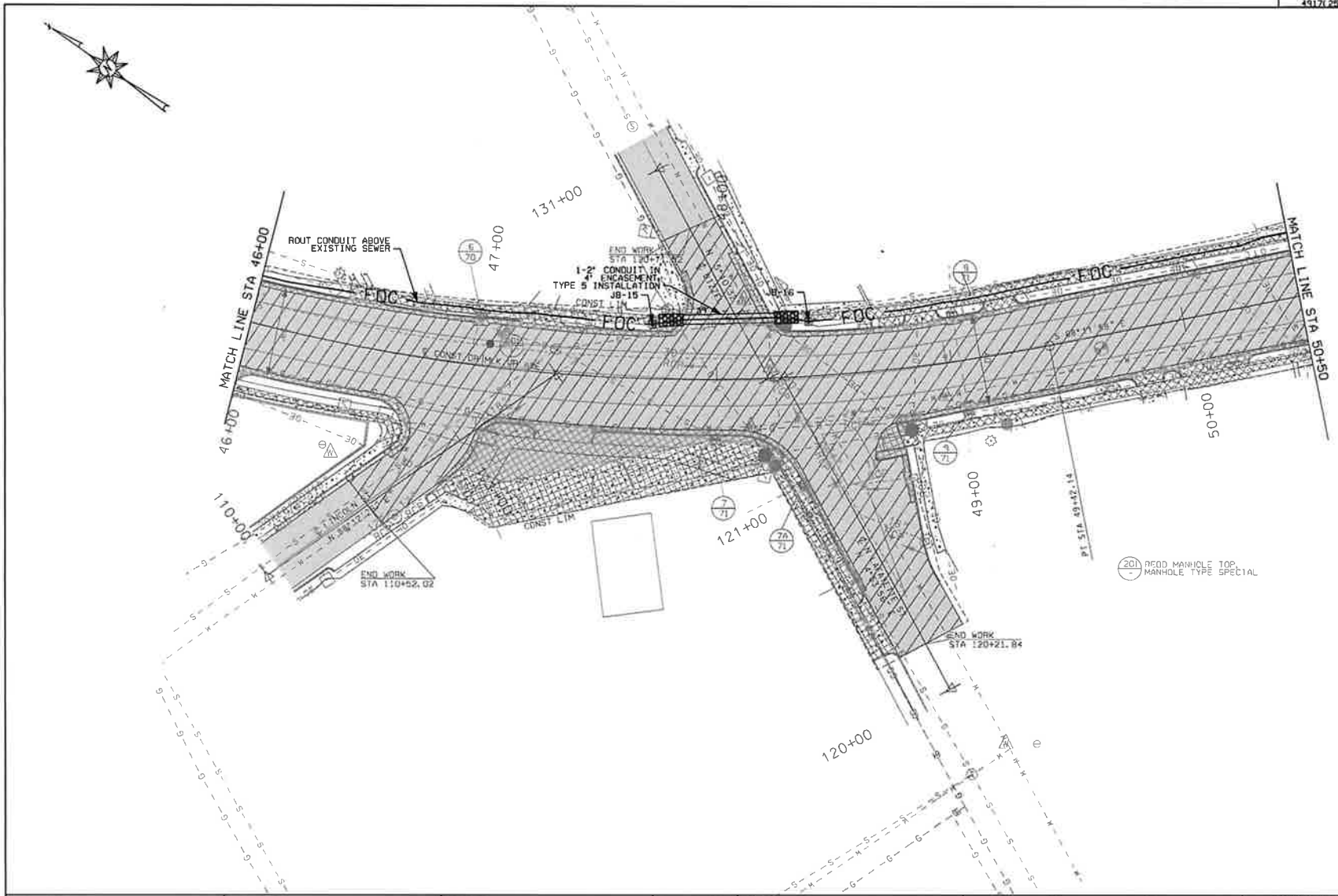
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	423



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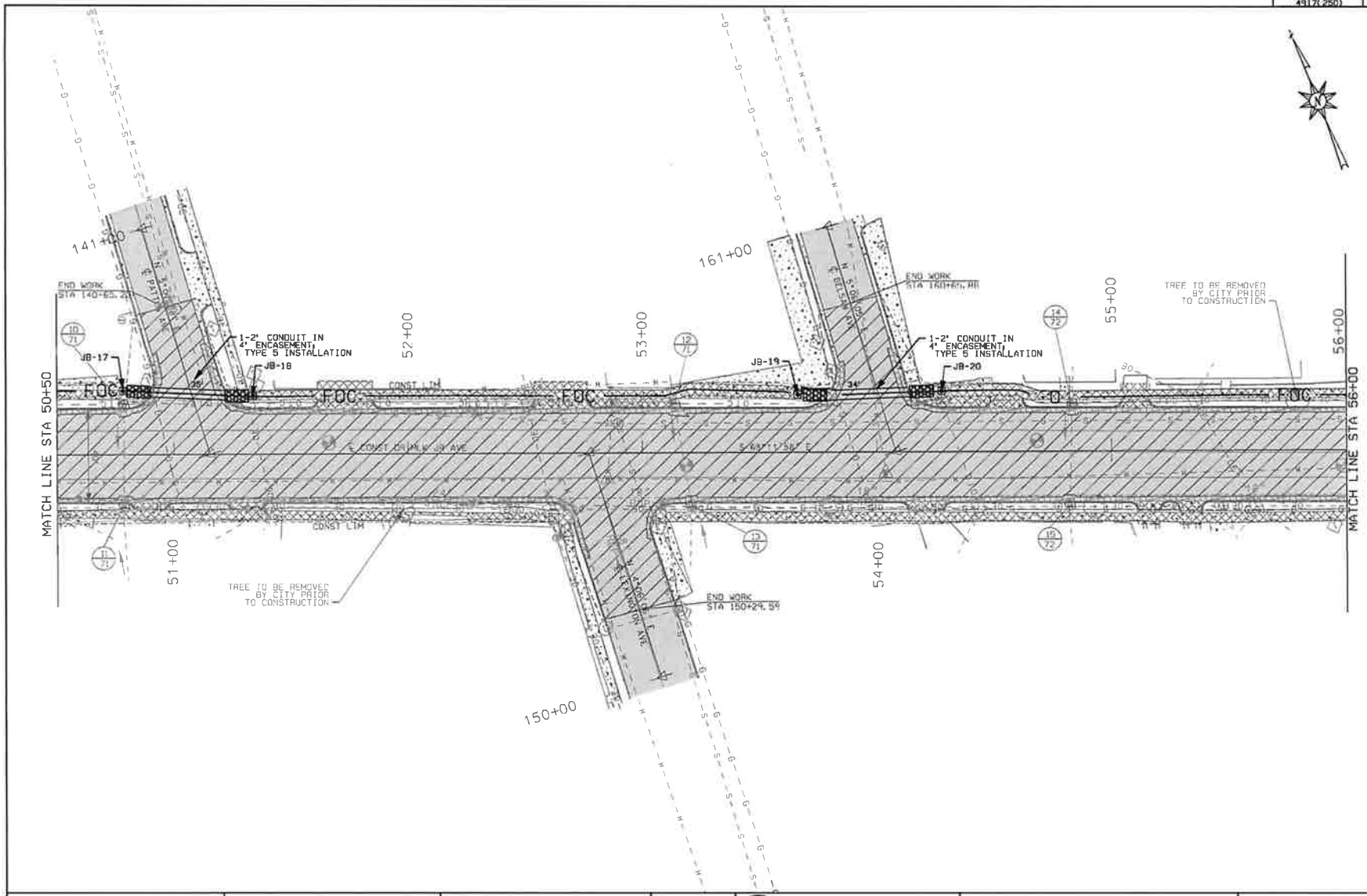
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	424



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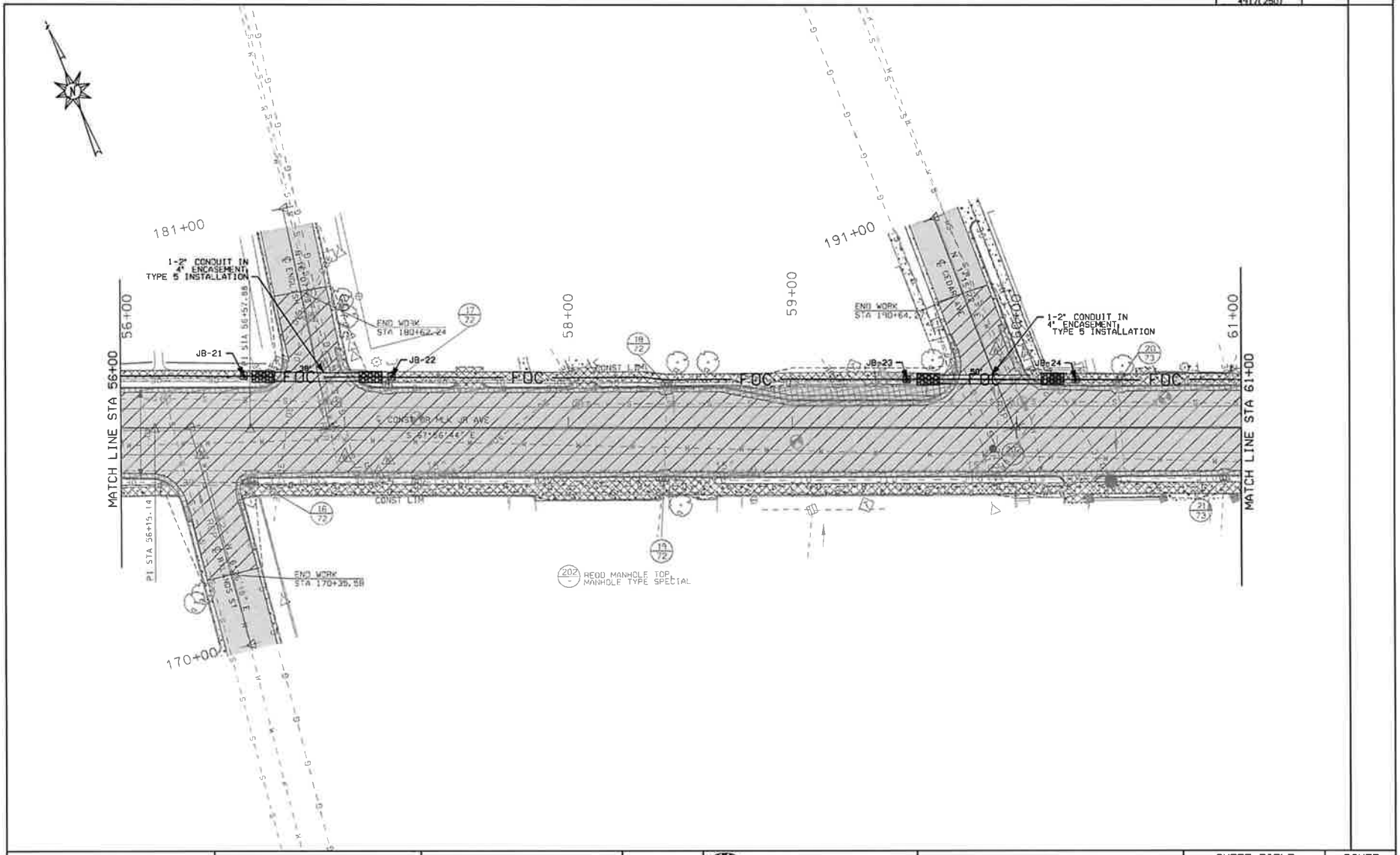
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-F6UP-4417(250)	2025	425



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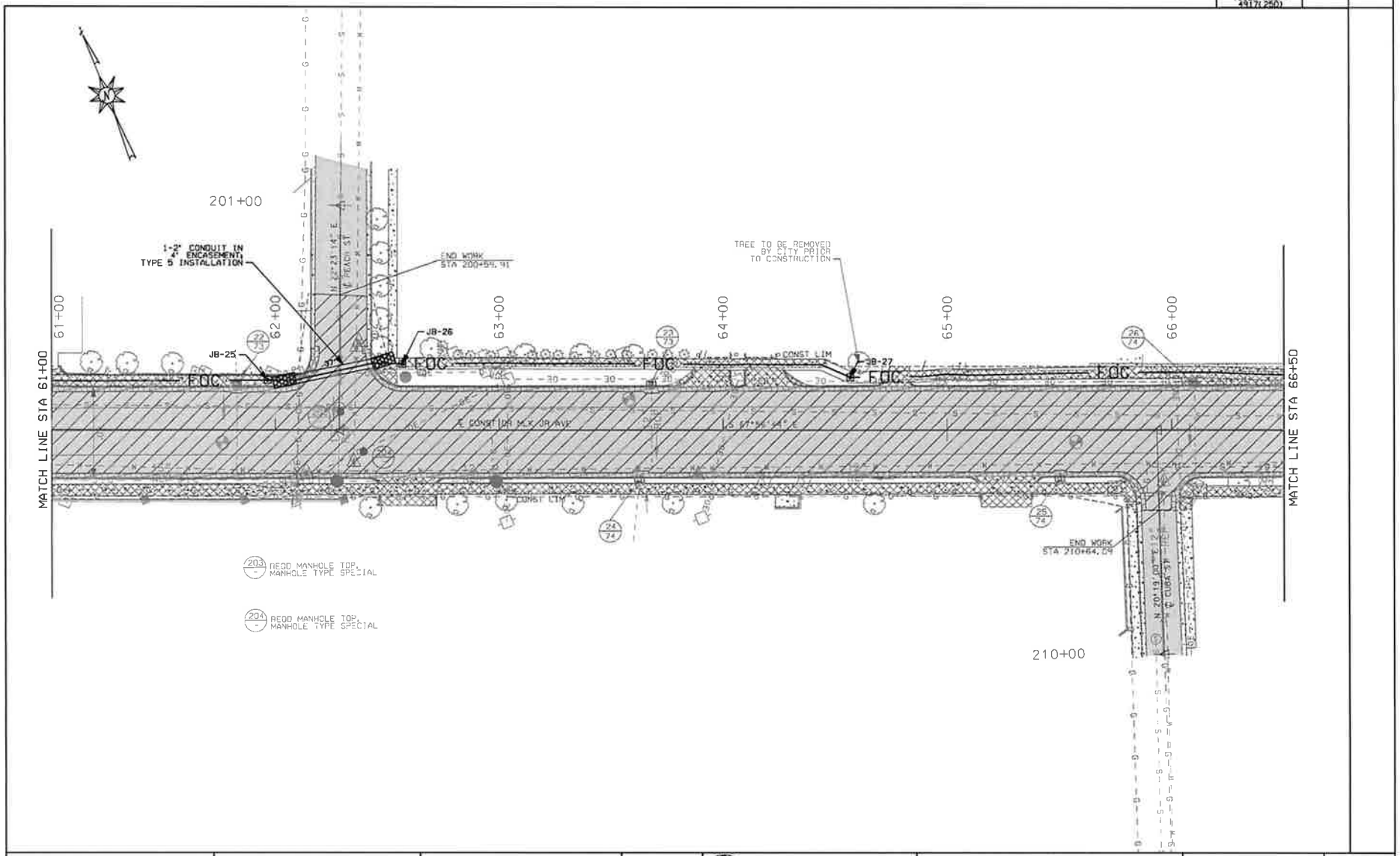
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(250)	2025	426



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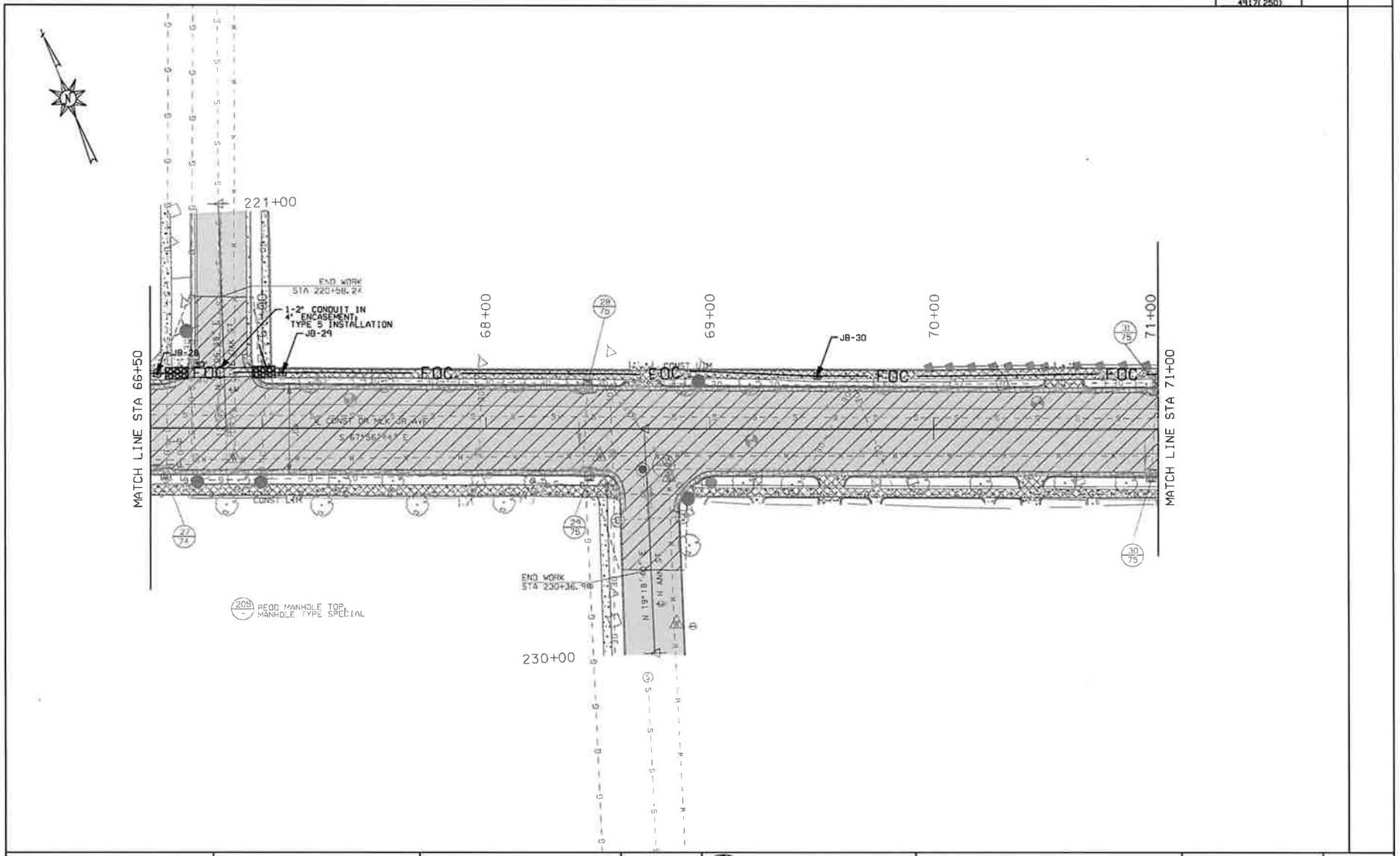
DATE:	DATE:	DATE:	100%			CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	393



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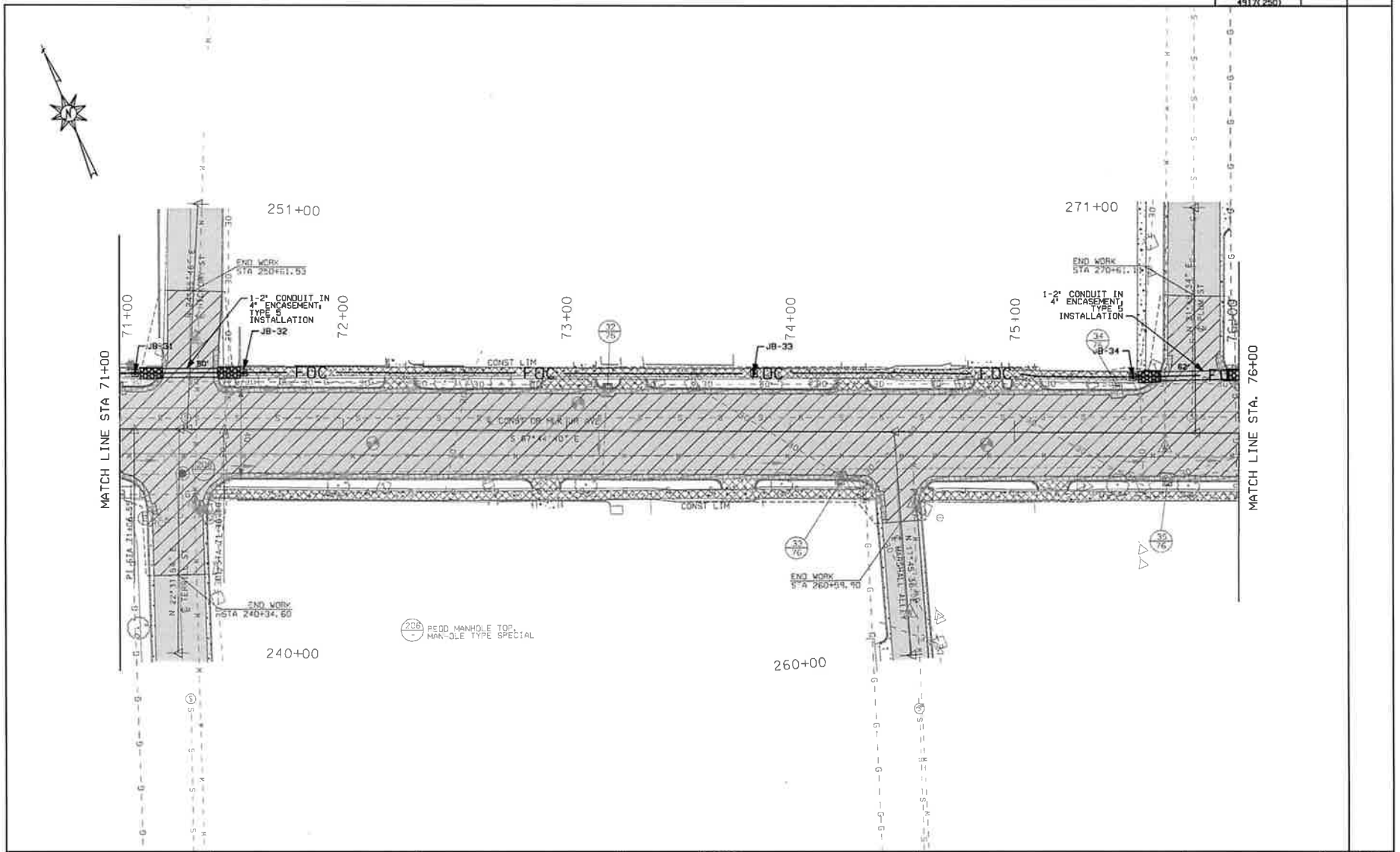
DATE:	DATE:	DATE:	100%			CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO.
2023-2045-01 TIGER-FAUP-4917(290)	2025	428



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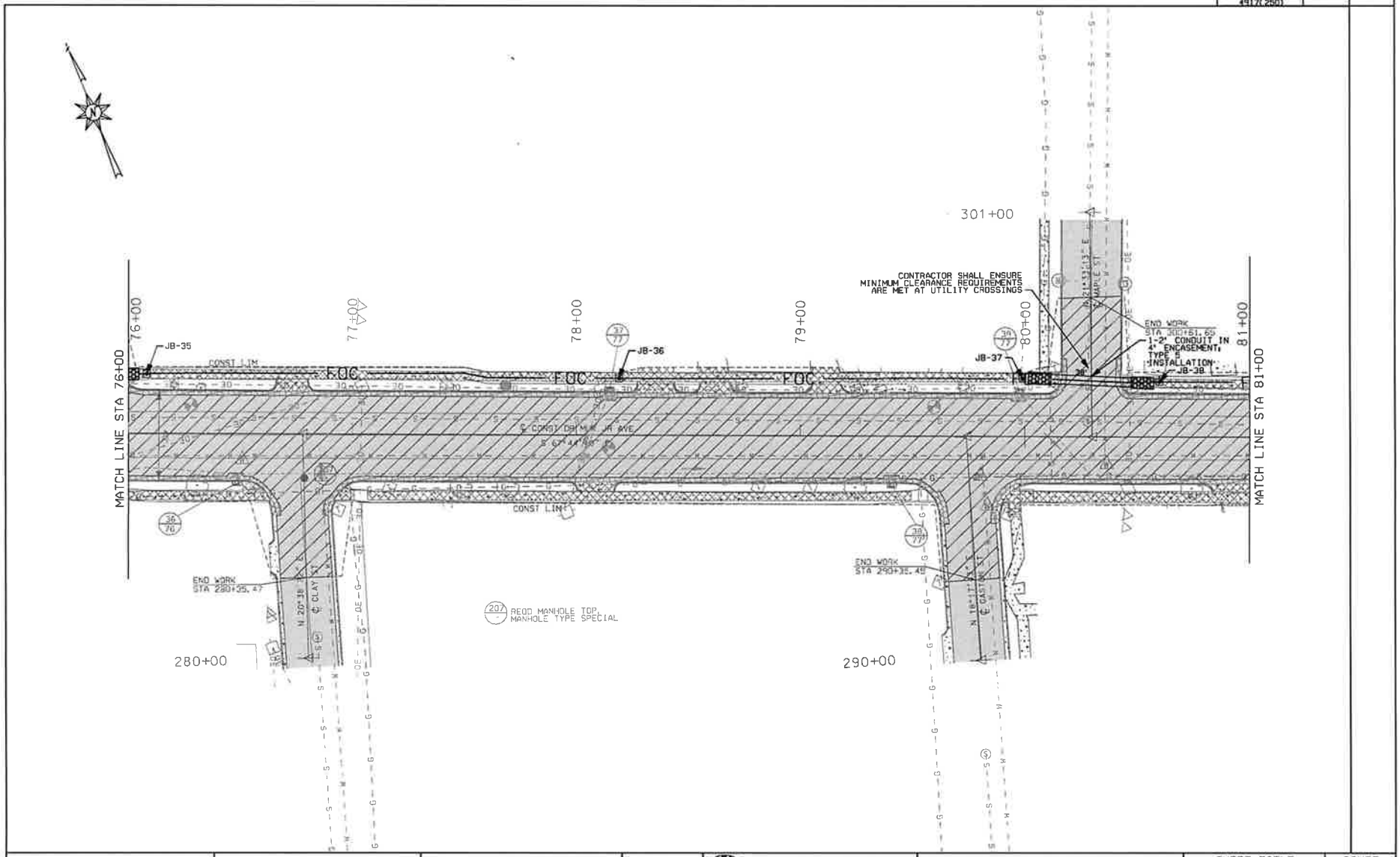
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	429



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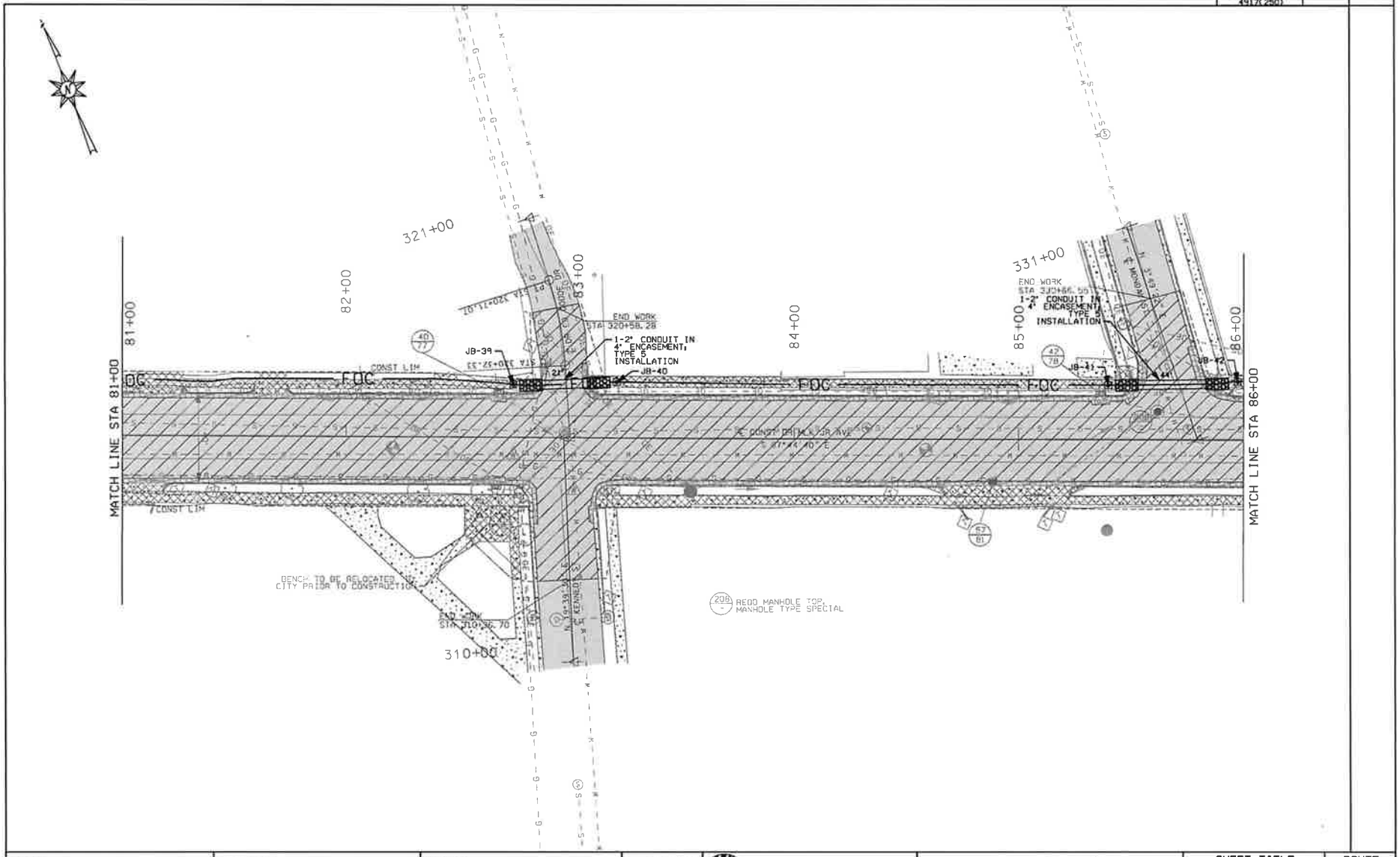
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(290)	2025	430



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DATE:	DATE:	DATE:	100%

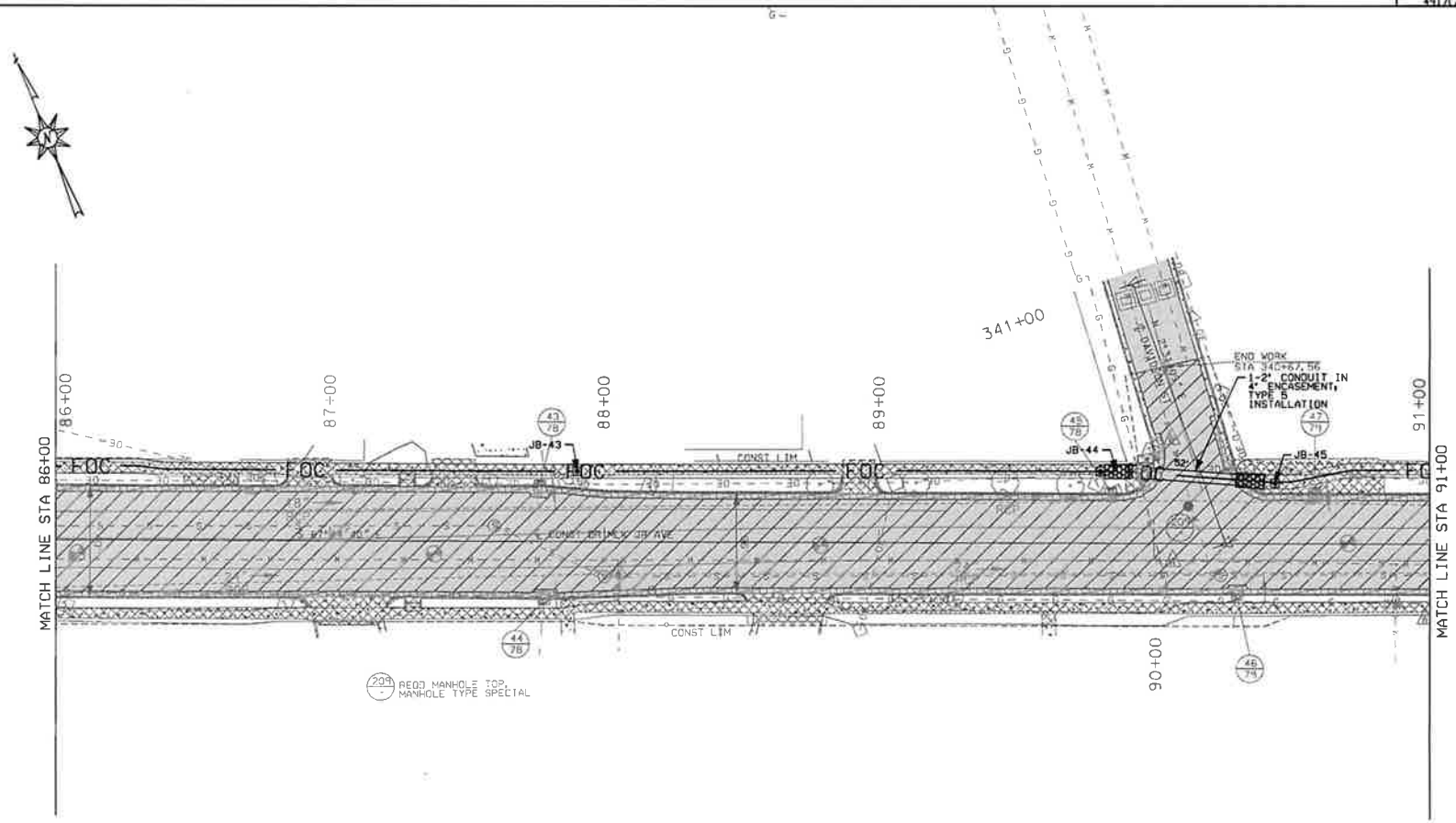
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

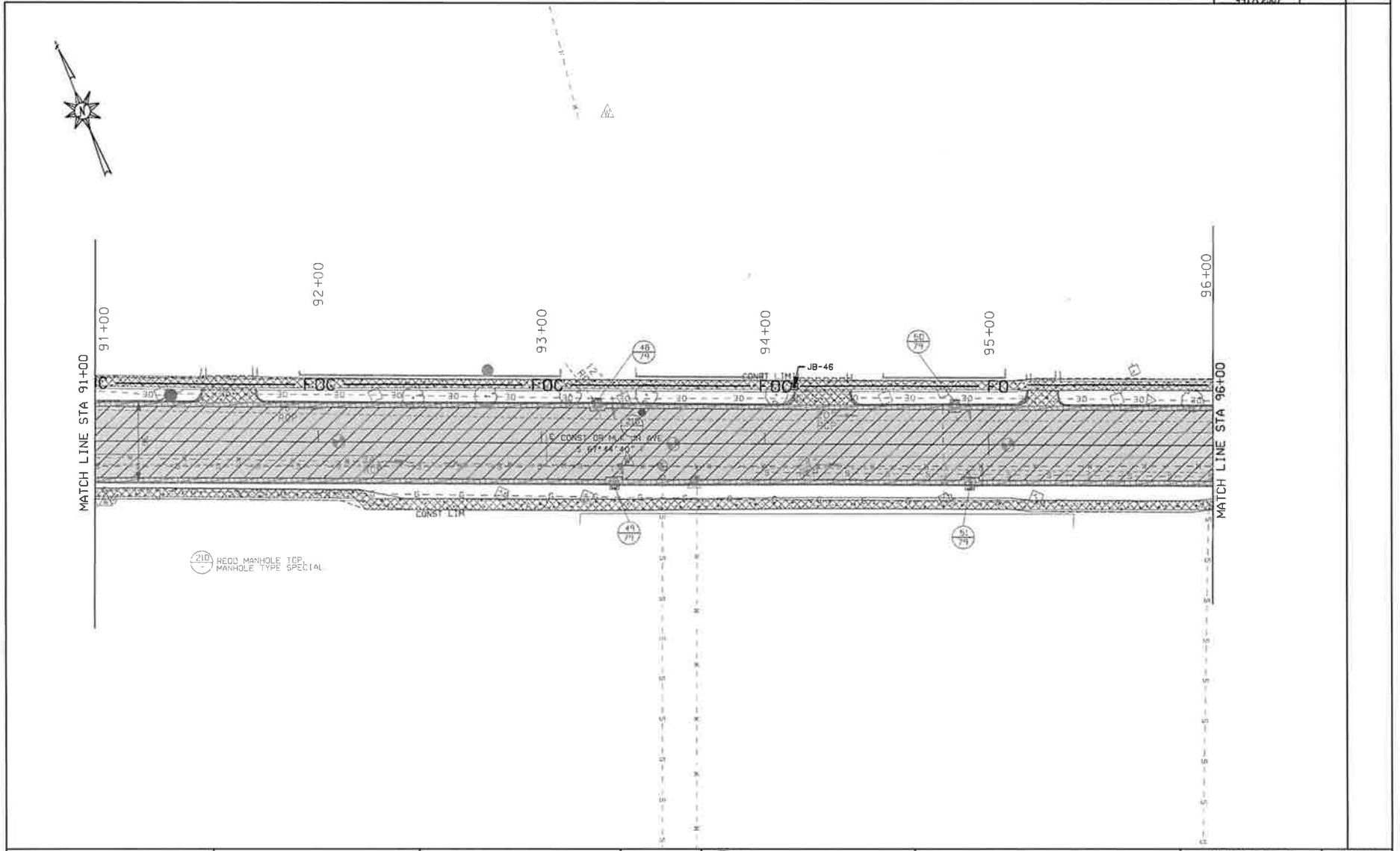
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	431



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FMLP-4917(280)	2025	432



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

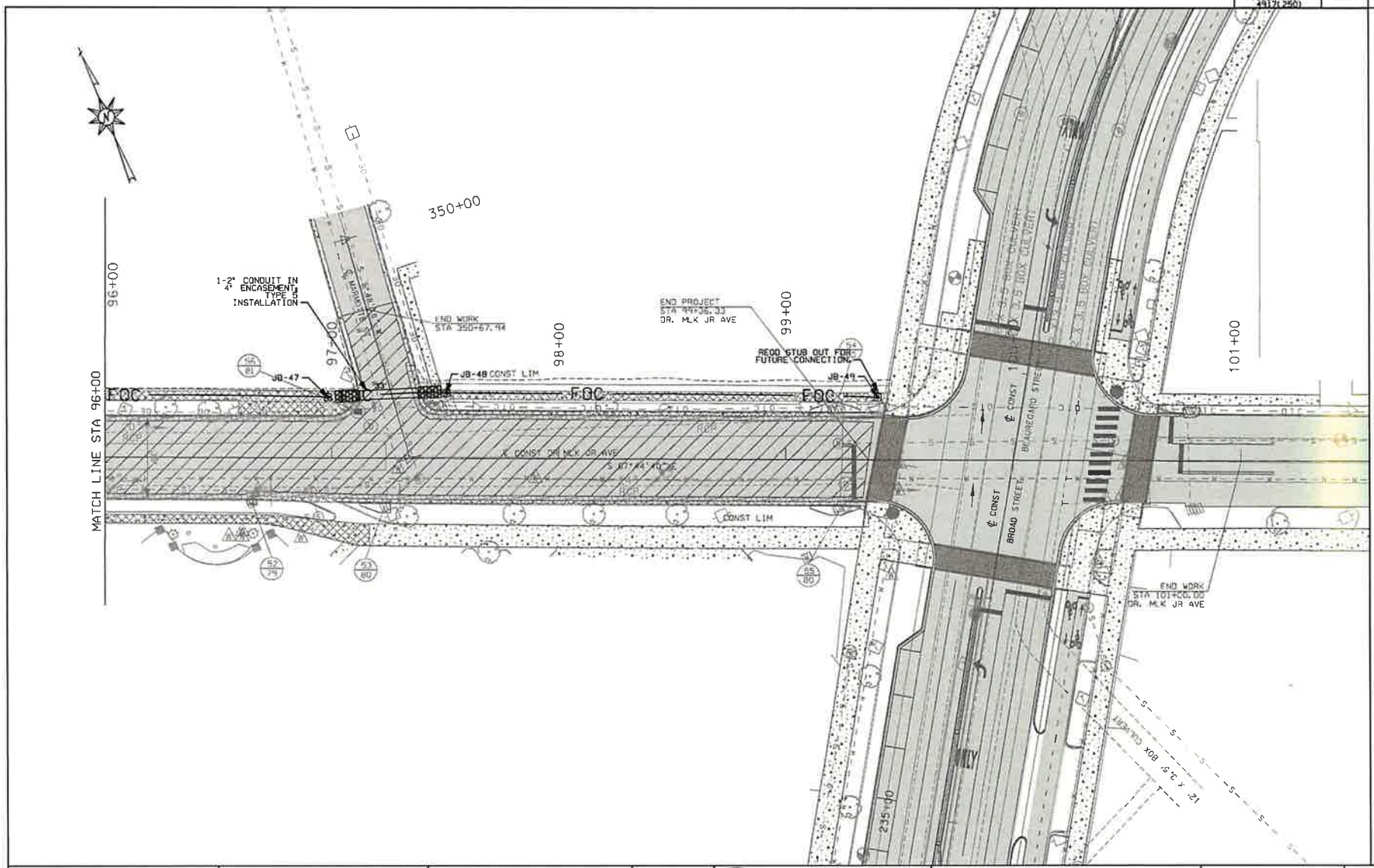
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	433



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

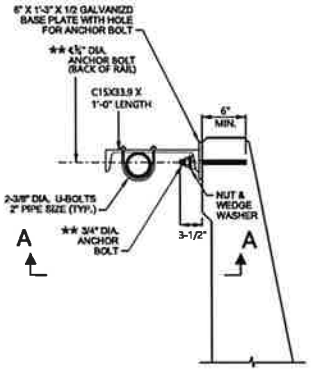
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

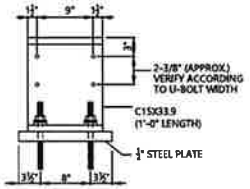
BID ALTERNATE - DETAIL SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	435

BRIDGE-MOUNTED CONDUIT DETAIL



CONDUIT SUPPORT DETAIL
SCALE: 1½"=1'-0"



SECTION A-A
SCALE: 1½"=1'-0"

NOTES:

1. SHOP DRAWINGS: SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION.
   A. ANCHOR BOLTS: GALVANIZED ASTM A307 GRADE 35 HEX HEAD. GALVANIZED ASTM 1554 GRADE 55 THREADED RODS FOR ADHESIVE ANCHORS.
   B. ALL BOLTS, NUTS, WASHERS, PLATES, AND STEEL SHAPES SHALL BE HOT-DIPPED GALVANIZED.
2. ALL STEEL SHALL BE A SUBSIDIARY OBLIGATION TO PAY ITEM 530L004.
3. ¾" ANCHOR BOLTS SHALL BE POST INSTALLED ADHESIVE ANCHORS. USE HIT-HY 200 V3 ADHESIVE AND HILTI HAS THREADED ROD. INSTALLATION SHALL BE IN ACCORDANCE TO MANUFACTURERS RECOMMENDATIONS. **
4. MAXIMUM 6' SPACING REQUIRED BETWEEN ASSEMBLIES. MINIMUM 6" DISTANCE REQUIRED FROM EDGE OF BARRIER RAIL OR EXPANSION JOINTS.
5. REFER TO ALDOT SPECIAL DRAWING RLD-001, INDEX NO. 75026 FOR CONNECTION FROM BRIDGE MOUNTED CONDUIT TO GROUND MOUNTED JUNCTION BOX.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			BRIDGE-MOUNTED CONDUIT DETAIL SHEET	DR. MLK JR AVENUE

CITY OF MOBILE

TIGER 2016 Project Phase Four- Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St

Project No. 2023-2045-01

ADDENDUM #3

This addendum includes the following: (1) revised PROPOSAL form (Attachment "A"). This addendum consists of a total of 13 pages, including the cover page.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on July 30, 2025.

Acknowledgement: I hereby acknowledge receipt of Addendum 3. I understand that failure **to confirm the receipt of addenda may be cause for rejection of this submittal.**

McElhenney Construction Company, LLC
Company

Authorized Signature

7/30/2025
Date

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace the entire ITEM III PROPOSAL (pages 14-24) and insert revised PROPOSAL as provided in Attachment "A."
    a. The only change is to pay item Sp-005 work of similar nature. The price is set at $100,000.

ATTACHMENT "A"

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420		
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693		
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233		
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048		
206D011	REMOVING FENCE	LINEAR FOOT	466		
206E001	REMOVING INLETS	EACH	59		
206E003	REMOVING MANHOLES	EACH	1		
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7		
209A000	MAILBOX RESET, SINGLE	EACH	14		
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860		
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5		
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A- 4(0)	CUBIC YARD	1000		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809		
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186		
405A000	TACK COAT	GALLON	1677		
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188		
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510		
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500		
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460		
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	LINEAR FOOT	11393		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
534C000	CLEANING EXISTING MANHOLE	EACH	11		
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318		
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075		
600A000	MOBILIZATION	LUMP SUM	1		
602C000	PERMANENT EASEMENT MARKER	EACH	5		
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100		
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180		
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658		
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733		
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623		
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640		
618D000	CURB RAMP	SQUARE YARD	328		
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5		
621C001	INLETS, TYPE B	EACH	2		
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1		
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5		
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1		
621C030	INLETS, TYPE "SPECIAL"	EACH	49		
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2		
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1		
621E000	MANHOLES, TYPE SPECIAL	EACH	11		
623A000	CONCRETE GUTTER	LINEAR FOOT	2024		
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728		
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320		
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3		
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4		
637A000	FENCE RESET	LINEAR FOOT	248		
650A000	TOPSOIL	CUBIC YARD	376		
652A100	SEEDING	ACRE	1		
652C000	MOWING	ACRE	2		
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387		
656A010	MULCHING	ACRE	1		
665A000	TEMPORARY SEEDING	ACRE	4		
665B001	TEMPORARY MULCHING	TON	12		
665E000	POLYETHYLENE	SQUARE YARD	3000		
665G000	SAND BAGS	EACH	100		
665J002	SILT FENCE	LINEAR FOOT	3100		
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50		
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100		
665Q002	WATTLE	LINEAR FOOT	4508		
666A001	PEST CONTROL TREATMENT	ACRE	2		
680A001	GEOMETRIC CONTROLS	LUMP SUM	1		
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7		
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3		
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10		
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200		
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404		
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468		
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200		
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	940		
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	470		
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936		
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21		
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67		
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936		
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788		
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17		
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146		
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39		
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145		
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCEN	SQUARE FOOT	39		
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270		
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR	LINEAR FOOT	448		
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1		
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1		
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1		
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST	LUMP SUM	1		
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14		
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1		
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2		
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2		
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5		
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1		
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1		
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2		
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10		
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6		
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	242		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1286		
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13		
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2		
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30		
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	10		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	10		
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4		
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4		
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564		
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20		
740D000	CHANNELIZING DRUMS	EACH	250		
740E000	CONES (36 INCHES HIGH)	EACH	50		
740F002	BARRICADES, TYPE III	EACH	8		
740I002	WARNING LIGHTS, TYPE B	EACH	4		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2		
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2		
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8		
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500		
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230		
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500		
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700		
750I015	LIGHTING CONTROL CENTER	EACH	4		
750Z220	ROADWAY LIGHTING	LUMP SUM	1		
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275		
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386		
SP-001	PROJECT SIGN	EACH	1		
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156		
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918		
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480		
SP-005	WORK OF SIMILAR NATURE	LUMP SUM	1	$100,000	$100,000
SUBTOTAL ROADWAY					
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100		
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150		
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735		
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1094		
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150		
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	213		
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66		
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32		
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4339		
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700		
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1020		
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	774		
641C500	DUCTILE IRON FITTINGS	POUND	13787		
641D500	FIRE HYDRANT	EACH	13		
641J516	6 INCH GATE VALVE WITH BOX	EACH	61		
641J518	8 INCH GATE VALVE WITH BOX	EACH	4		
641J522	12 INCH GATE VALVE WITH BOX	EACH	5		
641J526	16 INCH GATE VALVE WITH BOX	EACH	4		
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56		
641M510	4 INCH RETAINER GLAND	EACH	3		
641M512	6 INCH RETAINER GLAND	EACH	414		
641M514	8 INCH RETAINER GLAND	EACH	41		
641M518	12 INCH RETAINER GLAND	EACH	50		
641M522	16 INCH RETAINER GLAND	EACH	74		
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	8		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N560	16 INCH X 6 INCH ANCHOR TEE	EACH	1		
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641P520	1 INCH SERVICE TAP	EACH	43		
641P530	2 INCH SERVICE TAP	EACH	1		
641R515	1 INCH WATER METER AND BOX RESET	EACH	42		
641S500	VALVE BOX RESET	EACH	10		
641W504	4" INSERTION VALVE	EACH	1		
641W506	6" INSERTION VALVE	EACH	16		
641W508	8" INSERTION VALVE	EACH	2		
641W516	16" INSERTION VALVE	EACH	1		
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6		
645E524	6 INCH P.V.C. STACKS AND LATERALS	LINEAR FOOT	300		
645K500	MANHOLE FRAME AND COVER RESET	EACH	30		
649A560	24" STEEL ENCASEMENT-TYPE 1	LINEAR FOOT	20		
SUBTOTAL MAWSS WATER MAIN RELOCATION					
BASE BID GRAND TOTAL					

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BID ALTERNATE UNIT PRICE BID SCHEDULE					
730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136		
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625		
BID ALTERNATE GRAND TOTAL					

ATTACHMENT “H”

GPR RESULTS

Root density maps generated as a result of the ground pentrating radar (GPR) scans. The legend to the right shows the number of roots per foot along the scan line. Each line can be seen in black, horizontal to the x-axis. The x-axis respresents the distance travelled by the GPR unit while the y-axis is the perpendicular distance from the trunk of the tree (measure at the edge of the tree). In some cases the scans were not started at the beginning of the first trunk and rather started several feet away. There is one case (Section 4) of a semi-circular scan, where the axises are simply the distance from the trunk. If any more explanation is needed, feel free to reach out to Clayton Fulgham.

Clayton Fulgham

(662) 231-8580

clayton@fulghamsinc.com

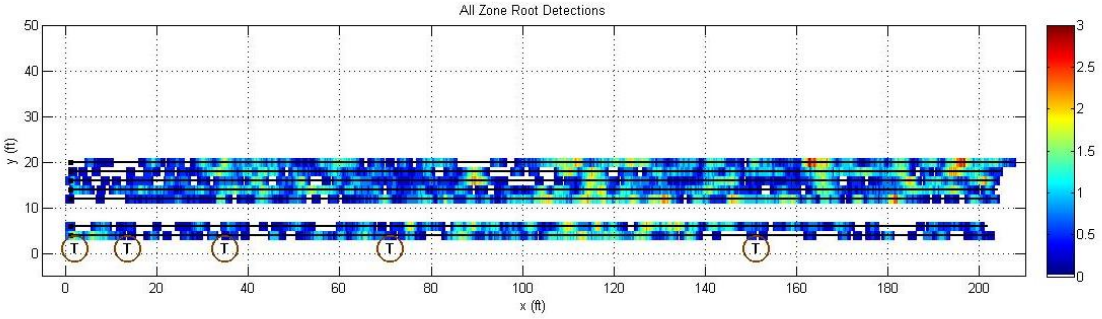


Figure 1: Section 1 root density map

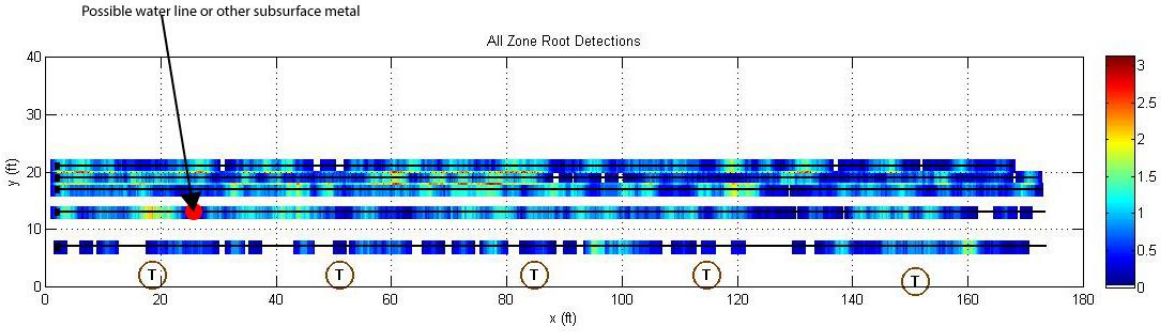


Figure 2: Section 2 root density map

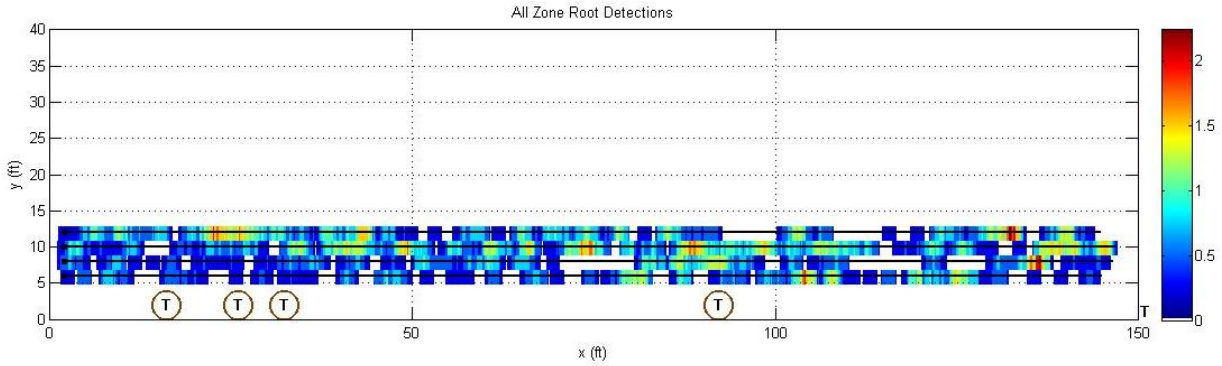


Figure 3: Section 3 root density map

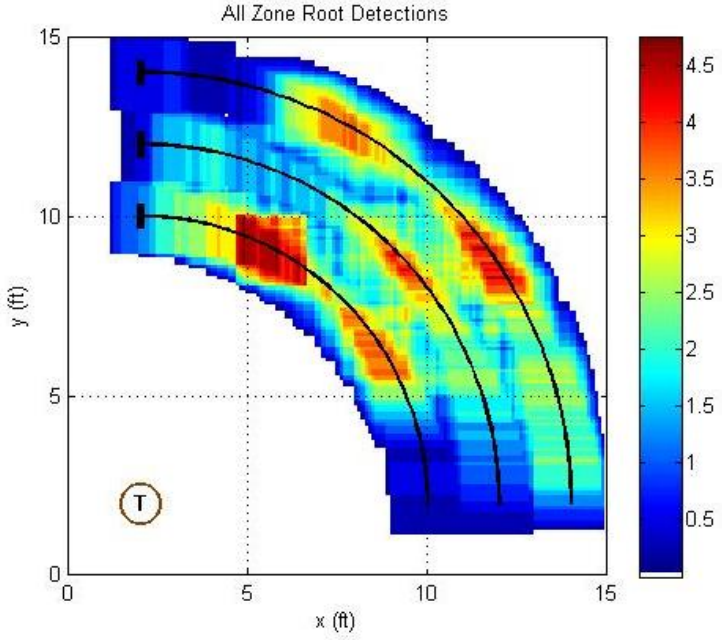


Figure 4: Section 4 root density map

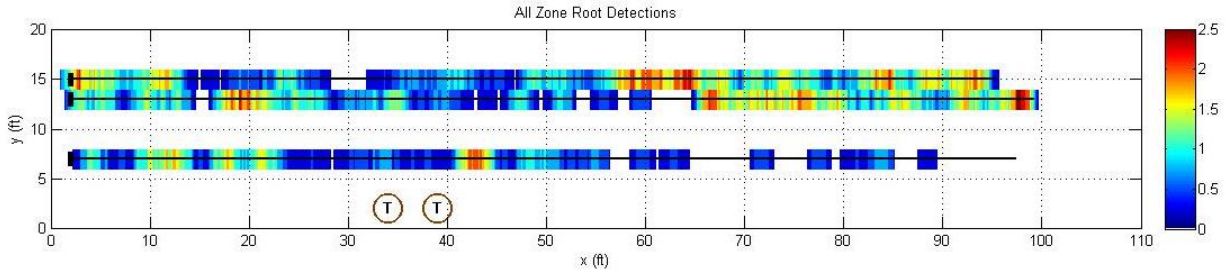


Figure 5: Section 5 root density map

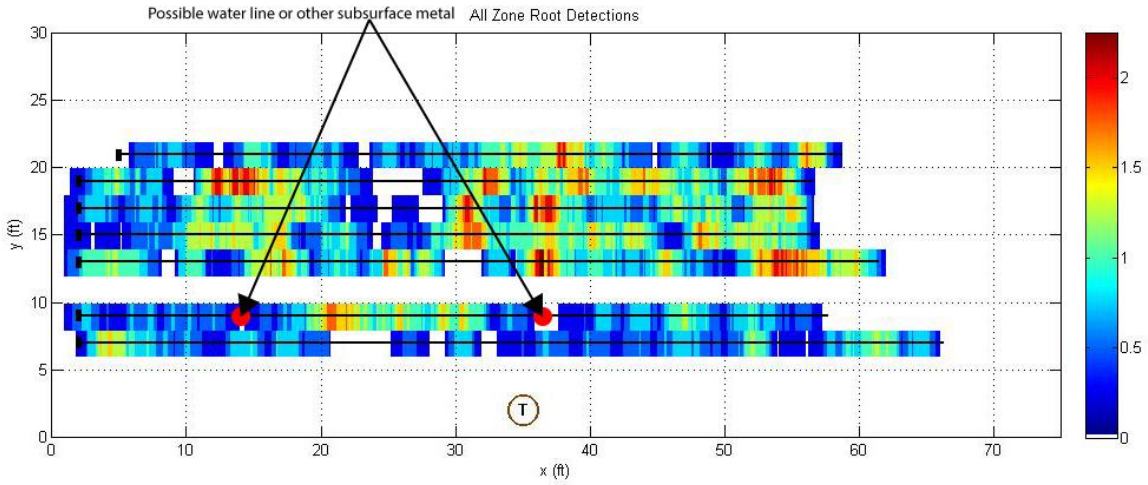


Figure 6: Section 6 root density map

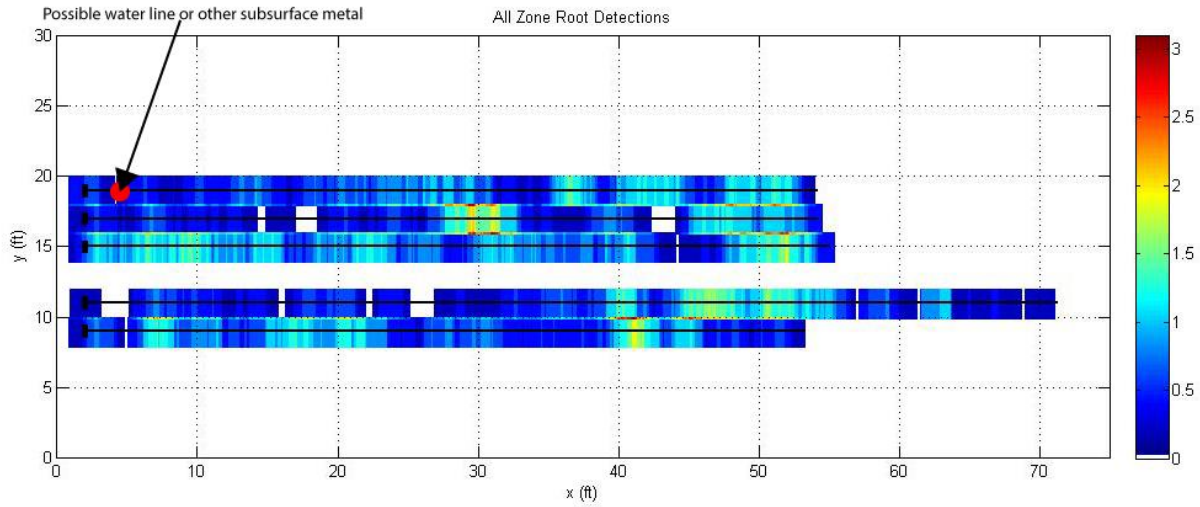


Figure 7: Section 7 root density map

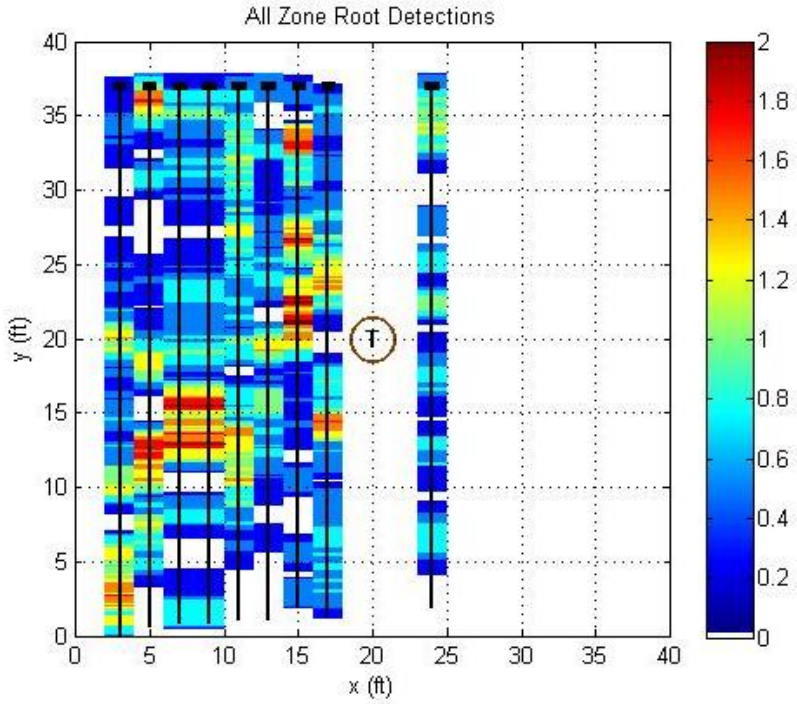
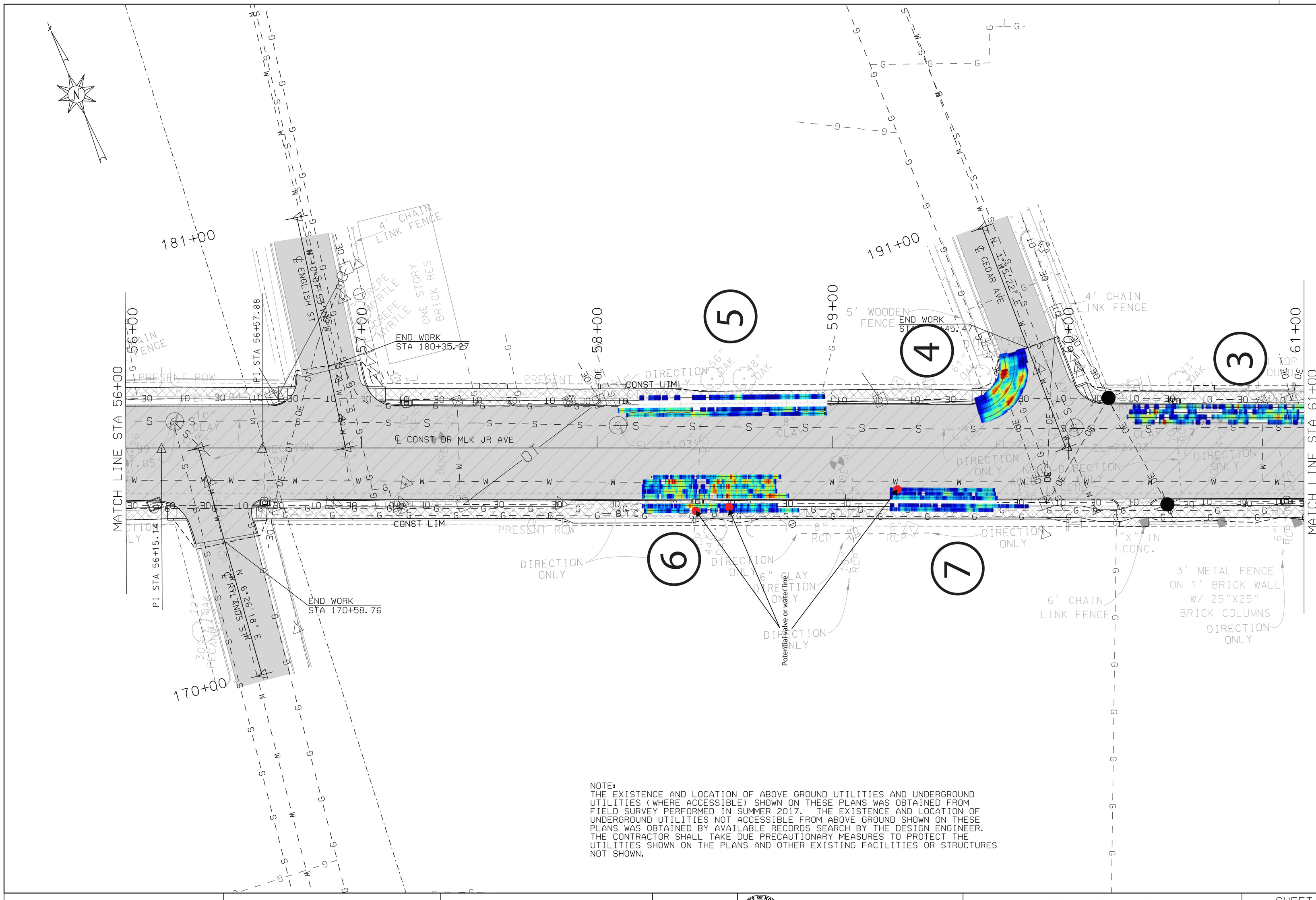


Figure 8: Section 8 root density map

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	405



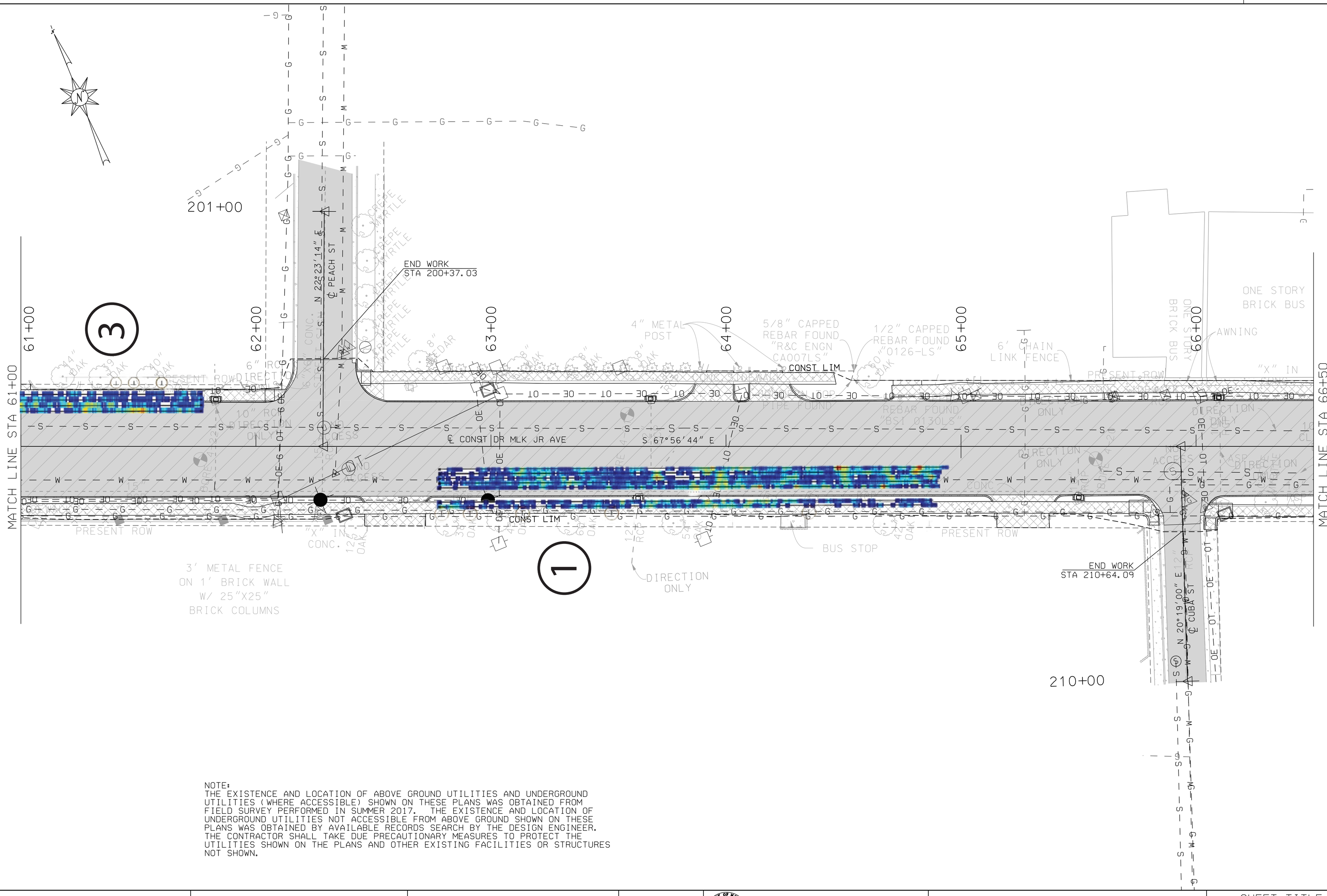
NOTE:
THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	30%			UTILITY SHEET	DR. MLK JR AVENUE

User ls: katelyn.finnorn 22-SEP-2023 17:51 Plot Scale=20.000000:1.000000 $$COLORTABLE$$ $$PENTABLE$$ Projects#1201074 - Broad Street Phase IV#Project Design#Plans Assembly#405_074_utl.dgn

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	406



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THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	30%			UTILITY SHEET	DR. MLK JR AVENUE

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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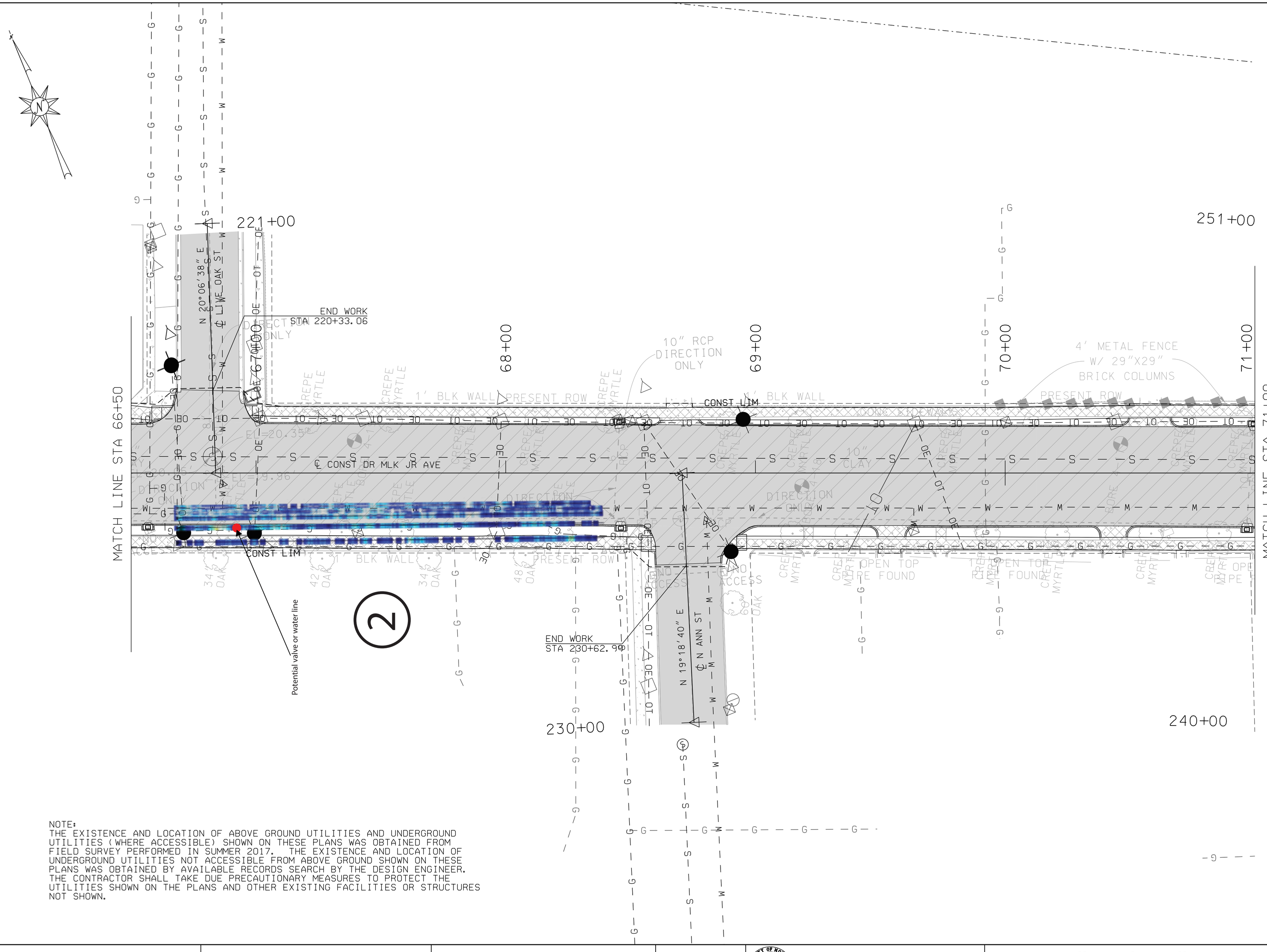
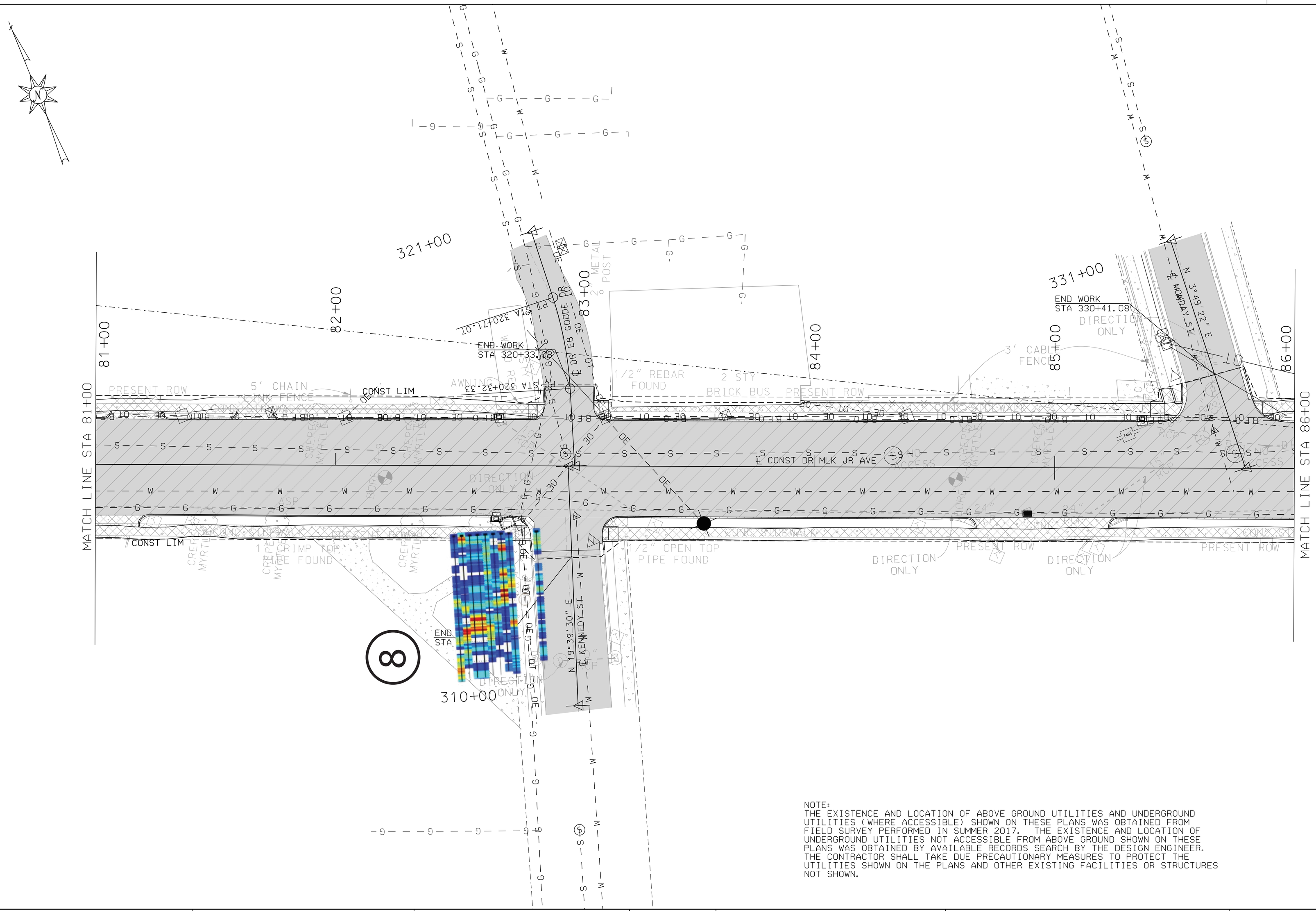


NOTE:
THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	30%			UTILITY SHEET	DR. MLK JR AVENUE

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	410



NOTE:
THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	30%	HORIZ 20 0 20 SCALE (FEET)	UTILITY SHEET	DR. MLK JR AVENUE

ATTACHMENT “I”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 7/30/2025

Name of Project: TIGER 2016 Project Phase Four, Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16)

Project Number: 2023-2045-01

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 179,568.60
ADDITIVE ALTERNATE #1:	$ 0.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder McElhenney Construction Co. LLC

Mailing Address P.O. Box 1409 Theodore, AL 36590

***By (Legal Signature)** [signature]

*Name (type or print) Josh McElhenney (Seal)

*Title President

Telephone Number 251-973-0030

ATTACHMENT "J"

ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) PROVISIONS

ALDOT SPECIAL PROVISIONS

FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

LOCAL PUBLIC AGENCY FEDERAL-AID FUNDED PROJECTS

ALDOT SPECIAL PROVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
    (1) Ceases to be signatory to a Hometown Plan covering that trade;
    (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
    (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the “Department” or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the “Department” or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as “Cumulative Alternates”, then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the “Base Bid”. Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or “Base Bid” with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero (“$0.00”) amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or “Cumulative Alternates”, as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder’s letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or “Bid Proposal”, and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion therof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars ($100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021 GASP No. 22-GA0001

EFFECTIVE DATE: January 1, 2022

SUBJECT: Award and Execution of Contract (State Projects Only).

Alabama Standard Specifications, 2022 Edition, SECTION 103 shall be amended as follows:

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

This Subarticle shall be amended to include the following:

In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident."

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresidents bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

A non-resident contractor shall provide a letter as noted above attached to each bid submitted. This letter shall be addressed to the Transportation Director and be dated no earlier than four (4) weeks prior to the date of bid opening. At least one original shall be provided for each letting; machine copies will be acceptable if more than one bid is submitted. Failure to comply with the provisions of this Special Provision shall cause the bid to be rejected.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 10, 2021 GASP No. 22-GA0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Procurement Time.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Subarticle 108.02(b) shall be replaced by the following:

(b) Time of Beginning Work.

Unless otherwise directed in writing by the Engineer, the Contractor will be expected to begin work within **180 calendar days** after issuance of the notice to proceed. This extended period is to allow ample time for engineering, design, submittal data processing, fabrication, and procurement of required materials.

108.08 Determination of Contract Time.

Subarticle 108.08(b) shall be replaced by the following:

(b) Beginning and End of Contract Time.

Contract time charges shall begin when the Contractor begins work on a pay item or incidental work that will interfere with traffic, but in no case later than **180 calendar days** after date of issuance of the notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021 GASP No. 22-GA0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Early Award.

Alabama Standard Specifications, 2022 Edition, SECTIONS 103 and 108 shall be amended as follows:

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

Subarticle 103.02 (a) shall be replaced by the following:

(a) General.

After opening of proposals, the award of the contract to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors) will be made within the following number of days:

- **10 calendar days** for contracts that do not have a race conscious DBE goal (0 % DBE) or;
- **15 calendar days** for contracts that have a race conscious DBE goal (designated % DBE).

Should no award be made within the allowed calendar day time period, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids on work involving Federal funds, the award of the contract to the low bidder will be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

103.05 Requirements of Contract Bonds.

(a) Performance Bond.

Subarticle 103.05(a) shall be replaced by the following:

(a) Performance Bond.

The bidder to whom the award is made shall, within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award), furnish and file with the Transportation Director an acceptable surety bond on the form included in the proposal in an amount equal to 100 percent of the contract bid price of the contract as awarded. Said bond shall be furnished by a surety company qualified and authorized to make such bonds in the State of Alabama, and countersigned by an authorized agent resident in the State who is qualified to execute such instruments. The bond shall have attached thereto power of attorney of the signing official unless such power of attorney is already on file in the office of the Department. In case of default on the part of the Contractor, all expense incident to ascertaining and collecting losses suffered by the State under the bond, including engineering, direct administration, and legal services, shall be charged against the contract bond for performance of the work.

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

Subarticle 103.05 (b) shall be replaced by the following:

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

In addition thereto, the bidder to whom the award is made shall, within the same **5 calendar days**, execute and file with the Director an acceptable surety bond payable to the State in an amount not less than 100 percent of the contract bid price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feed stuffs, services, insurance, bond, or supplies for or in the prosecution of the work, and for the payment of reasonable attorneys fees, incurred by successful claimants or plaintiffs in suits on said bond.

103.06 Execution of Contract.

Article 103.06 shall be replaced by the following:

103.06 Execution of Contract.

The contract shall be executed by the bidder to whom award is made, on the form included in the proposal, and returned to the Director with satisfactory contract bonds within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award). Should extenuating circumstances prevail, the Director may grant an extension in time not exceeding **5 calendar days** for the return of the contract and bonds as provided herein and in Article 103.05.

103.07 Approval of Contract.

Article 103.07 shall be replaced by the following:

103.07 Approval of Contract.

A period of 20 calendar days will be allowed for execution of the contract by the Director and approval of same by the Governor, after its presentation by the successful bidder, unless the successful bidder agrees in writing to a longer period. No contract is binding upon the State until it has been executed by the Director and approved by the Governor of the State. The date of the final execution of the contract shall be the date on which it is signed by the Governor.

SECTION 108
PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Article 108.02 shall be replaced by the following:

108.02 Notice to Proceed.

(a) General.

A notice to proceed shall be issued by the Engineer within **5 calendar days** after final execution of the contract by the Director and approval by the Governor, unless both parties agree in writing to a stipulated extension in time for the issuance of a notice to proceed. Unless the Contractor is otherwise notified in writing, it shall be understood that the mailing or the delivery to the Contractor or his authorized agent, of a copy of the executed and approved contract and bonds or the mailing of written notice by the Engineer or receipt of telegraphic notice from the Engineer, that the contract has been approved by the Governor, shall constitute the notice to proceed. If the Contractor is notified in writing that none of the above shall constitute notice to proceed, he shall not commence work until receipt of a written notice to proceed signed by the Engineer.

(b) Beginning and End of Contract Time Charges.

Contract time charges will begin when the Contractor begins work on a pay item or on incidental work that will interfere with traffic, but in no case later than **10 calendar days** after issuance of notice to proceed. Time charges will end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022 GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106
CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401
BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE SUBARTICLE 401.01(b)					
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m²} of Treatment **	
		Size	cu. ft./ sq. yd. {m³/m²}	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 – 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 – 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 – 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 – 0.21 {0.81-0.95}	0.20 – 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 – 0.25 {1.00-1.13}	0.25 – 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 – 0.29 {1.18-1.31}	0.31 – 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 – 0.34 {1.40-1.54}	0.35 – 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 – 0.34 {1.40-1.54}	0.35 – 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 – 0.36 {1.49-1.63}	0.38 – 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 – 0.38 {1.58-1.72}	0.40 – 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 – 0.38 {1.58-1.72}	0.40 – 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 – 0.58 {2.49-2.63}	0.62 – 0.65 {2.81 - 2.94}

* Appropriate rate will be set by engineer within the maximum and minimum range

** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.

*** Aggregate for this treatment shall be crushed aggregate.

**** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410
ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording “Wearing Surface”.

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superevelation when directed.

SECTION 420
POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max.[1]
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. [2]
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive [3]	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 [4]	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-

1. Sieve test may be waived based on successful application in the field.
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.
4. ASTM D 5546 may be used when polymers block the filter during the test.

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423
STONE MATRIX ASPHALT (SMA)
(FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424
SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804
ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	**Grade PG 58-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	**Grade PG 64-22**	
	Specification	**Test Method**
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		

Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	**Grade PG 67-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	**Grade PG 76-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 %@ 10°C	AASHTO T 301[1]
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313
[1]The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine…" shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.		

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5

SPECIFICATIONS FOR EMULSIFIED ASPHALTS

| | VISCOSITY GRADE | | |

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023 GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,
Days Charged = Number of days charged towards the completion of the work.
CT = Original Contract time. (Days)
TE = Number of days of time extension. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_1 = Payments for Extra Work paid by Force Account. (Dollars)
AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)
PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "$(WP + FA_1) / (AC - PBPI)$" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP – EW is greater than OC – PBPI.)

Where,
TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)
CT = Original Contract time. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)
EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)
OC = Original Contract Amount. (Dollars)
$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698
CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_2$ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WPce – WPpe) / (OC- $PBPI_2$)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,
CA = Amount of Cost Adjustment (Dollars)
P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)
CFI = Current Fuel Index (the current month's CFI is defined above)
BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to $_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023 GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710
ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

710-A Class * Sign Panels - per square foot {square meter}
710-B Roadway Sign Post (Description & Size) - per linear foot {meter}
710-C Removal of Existing Roadway Signs - per lump sum
* Appropriate Class

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.
Reflective sheeting on any unit is clean and in good repair.
All legends and messages are sharp, clean and legible.
Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the <u>deletion</u> of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

740-A Traffic Control Scheme - per lump sum
740-B Construction Signs - per square foot {square meter}
740-C Special Construction Signs - per square foot {square meter}
740-D Channelizing Drums - per each
740-E Cones (36 inches {900 mm} high) - per each
740-F Barricades, Type ____ - per each
740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
740-H Delineators - per each
740-I Warning Lights, Type ____ - per each
740-J Electric Incandescent or Fluorescent Light - per each
740-K Area Light - per each
740-L Vertical Panel Type ___* , ___** Sided – per Each
740-O Pilot Car - per each
740-P Portable Rumble Strips - per lump sum

* Specify either I or II
** Specify either Single or Double

SECTION 880
SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 – T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts ≤ ¼"	ASTM B 211 Alloy 2024 – T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 – T4
Rivets	ASTM B 316 Alloy 6053 – T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 – T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: April 20, 2022 GASP No. 22-GA0015

EFFECTIVE DATE: August 1, 2022

SUBJECT: Moving and Covering Traffic Control Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 740 shall be amended as follows:

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced by the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022 GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730
TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

730-A Removal of Existing Traffic Control Unit *(1) (2)* - per lump sum
730-C Furnishing and Installing Traffic Control Unit *(2)* - per lump sum
730-E Metal Traffic Signal Pole Foundation – per each
730-F Metal Traffic Signal Pole with *(3)* Mast Arm Assembly - per each
730-G Traffic Signal Pole, (4), (5) - per each
730-H Loop Wire - per linear foot {meter}
730-I Loop Detector Lead-In Cable - per linear foot {meter}
730-J Vehicle Loop Detector - per each
730-K Traffic Signal Junction Box (6) - per each
730-L *(7), (8)*, Conduit - per linear foot {meter}
730-M Interconnect Cable, *(9), (10)* AWG, *(11), (12)* - per linear foot {meter}
730-N Luminaire Extension Assembly, *(13)* feet {meters} - per each
730-O Illuminated Sign Assembly (14) (15) - per each
730-P *(16)* Signal Head, *(17)* Section, Type *(18)* - per each
730-Q Miscellaneous Equipment, (19) – per each
730-R Controller Assembly, Type *(20), (21)* Output Phase Channels - per each
730-S *(22)* Traffic Signal Preemption *(23) (24) (2)* – per lump sum
730-T Electrical Power Service Assembly (25) – per each
730-U *(26)* Detection System *(2)* – per lump sum
730-Y *(27)* Pedestal Pole and Foundation with *(28)* – per lump sum

(1) Specify Partial or Temporary if required
(2) Specify Intersection Location
(3) Specify Length of Mast Arm
(4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
(5) Specify State Furnished if required
(6) *Specify Size (Type S1, Type S2, or Type S3)*
(7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
(8) Specify Type (metallic or non-metallic)
(9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
(10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
(11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

(12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
(13) Specify Arm Length in Feet {Meters}
(14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
(15) Specify Power Source (Solar, or Utility Powered)
(16) Specify Vehicular or Pedestrian
(17) Specify Number of Sections
(18) Specify Type (Incandescent, Optically Programmed, or LED)
(19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
(20) Specify Type (NEMA or ATC)
(21) Specify Number of Output Channels (8, 16, or 32)
(22) Specify Type (Acoustical, Optical or GPS)
(23) Specify Whether or not Software is Required (With Software, or Without Software)
(24) Specify Whether or not Training is Required (With Training, or Without Training)
(25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
(26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
(27) Specify (Furnishing and Installing, Removal of, or Relocation of)
(28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023 GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106
CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than $2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A “construction material” as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contract must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 “Definitions” of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023 GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022 GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 200,000	$1325	$2650
200,000	10,000,000	2725	5450
10,000,000	------	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS

LOCAL PUBLIC AGENCY

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page 35 and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page 35.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

M'Elhenney Construction Co. LLC
(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this
30th day of July, 20 25.

_____
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

ATTACHMENT “K”

RESTORE SPILL IMPACT COMPONENT (BUCKET 3) CONSTRUCTION CONTRACT ATTACHMENTS

CERTIFICATIONS RELATED

TO RESTORE ACT

SPILL IMPACT COMPONENT (BUCKET 3) FUNDING



Required Attachments for RESTORE Spill Impact Component (Bucket 3) Construction Contracts

Non-State and State Agency – Template version 4.1.2024

The "Required Attachments for RESTORE Spill Impact Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council"), including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

IT IS THE PRIME CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THESE TERMS AND CONDITIONS ARE INCORPORATED INTO EACH SUBCONTRACT WHOSE WORK IS FUNDED AS A RESULT OF THIS SOLICITATION.

Requirements applicable to any contract and/or subcontract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT SPILL IMPACT COMPONENT FUNDING

- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

- ADCNR SUBAWARD GRANT AGREEMENT

- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT *(Davis Bacon and Related Acts)*

- PROCUREMENT OF RECOVERED MATERIALS

- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

- DOMESTIC PREFERENCES FOR PROCUREMENTS

- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*

- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- SUBCONTRACTOR LISTING FORM *(The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.)*

- FORM SF-LLL *(The Lowest Responsive and Responsible Bidder MUST submit this form prior to Award; the Prime Contractor will be required to submit this form for each subcontract exceeding $100,000 upon subcontract execution.)*

CERTIFICATIONS RELATED TO RESTORE ACT SPILL IMPACT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

1) This project is funded in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration (RESTORE) Council and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract resulting from this bid (including subcontracts) will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded (including subcontracts) will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Any contract awarded (including subcontracts) is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).

5) Any contract awarded (including subcontracts) will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov.

Bidders must register with SAM.gov and obtain and activate a Unique Entity Identifier (UEI) prior to submitting a bid for this project. Each subcontractor will also be required to register with SAM.gov and obtain and activate a UEI prior to beginning work on the project. Active Sam.gov registration must be maintained throughout the project period of performance.

The bidder must include a term or condition in all lower-tier covered transactions (i.e., subcontracts) that the transaction is subject to 31 CFR Part 19 - Governmentwide Debarment and Suspension (Nonprocurement).

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

[INSERT A COPY OF THE CURRENT VERSION. See RESTORE Council STCs Final 8-18-2015.pdf (restorethegulf.gov)

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

1. Activities and Accomplishments:

   i. Summarize activities undertaken during the reporting period;
   ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
   iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
   iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

2. Adaptive Management:

   i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
   ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E "Cost Principles," and the terms and conditions of this award.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

    1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

    2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

i. The revision results from changes in the scope or the objective of the project or program;
ii. The need arises for additional Federal funds to complete the project; or
iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

i. Change in the scope or the objective of the project or program;
ii. Change in a key person specified in the application or the Federal award;
iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

    1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

    2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

    3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

    1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

    2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

    1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

    2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 “Procurement of recovered materials,” and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 “Contract provisions.” All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 “General procurement standards” through 200.326 “Contract provisions.”

a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards,” as well as any other provisions required by law or regulations.

b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the “2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq*., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

    1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

    2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);

    3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

    4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;

    5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

    6. Any reports, publications, and data sets from any research conducted under this award.

b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

    1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq*.)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq*.)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq*.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq*.)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq*.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).

b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website.[17] Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq*.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq*.); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq*.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq*.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors," FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.
- a. Provisions applicable to a non-Federal entity that is a private entity.
  1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
     i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
     ii. Procure a commercial sex act during the period of time that the award is in effect; or
     iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
     i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
     ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
     i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1. Employee means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. Private entity:
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
      ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. In the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the non-Federal entity.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 C.F.R. part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site.[25]
   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
      (A) A Governmental organization, which is a State, local government, or Indian Tribe;
      (B) A foreign public entity;
      (C) A domestic or foreign nonprofit organization;
      (D) A domestic or foreign for-profit organization; and
      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   iv. Subaward:
      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
   v. Subrecipient means an entity that:
      (A) Receives a subaward from you under this award; and
      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ADCNR SUBAWARD GRANT AGREEMENT

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
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March 24, 2025

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean
Deputy General Counsel

RE: Fully Executed
Subaward No. S1P28-OMCS
City of Mobile
One Mobile: Reconnecting People, Work and Play through Complete Streets
Performance Period: 1/23/2025-10/31/2027

Please find attached the fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:hb

Attachments
cc: Accounting

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

STATE OF ALABAMA

ADCNR Grant #: S1P28-OMCS

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets" (hereinafter "Project"). The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama, further described in the Federal Award GNSSP25AL0063-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

    a. Federal Award Identification Number (FAIN): GNSSP25AL0063
    b. Federal Award Period of Performance: 01/23/2025-10/31/2027
    c. Total Amount of Federal Funds Obligated to Subrecipient: $2,096,981.00
    d. Subrecipient UEI#: QV8KPHH9J8A3
    e. Total Amount of Federal Award: $2,287,500.00
    f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE")
    g. Pass-Through Entity & Awarding Official Contact Information:
        Alabama Department of Conservation and Natural Resources
        Commissioner Christopher M. Blankenship
        64 N. Union Street; Suite 468
        Montgomery, AL 36130
    h. CFDA Number & Name: CFDA# 87.052 "Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program"
    i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of Two million ninety-six thousand nine hundred eighty-one and xx/100 dollars (**$2,096,981.00**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on January 23, 2025 and end on October 31, 2027

5. AGREEMENT TERM: The term of this Agreement shall commence on January 23, 2025 and end on October 31, 2027 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all

applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE-specific Special Award Conditions, and the Gulf Coast Ecosystem Restoration Council RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

    a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
        i. Federal Award;
        ii. Special Award Conditions incorporated within the Federal Award;
        iii. 2 C.F.R. Part 200; and
        iv. 31 C.F.R. Part 34.

    b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 24 of this Agreement may be disallowed at the sole discretion of ADCNR.

    c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

    d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

    e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

    Dr. Amy Hunter
    Deepwater Horizon Restoration Coordinator
    Alabama Department of Conservation and Natural Resources
    31115 Five Rivers Boulevard
    Spanish Fort, AL 36527
    Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the

expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.821, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to reasonable or necessary for completion of the scope of work; (2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; (3) the Subrecipient has failed to comply with any term or conditions of this agreement; (4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or (5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

    When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

    Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

13. SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All project communication and documents, including monthly reports and payment requests, should be sent to the ADCNR project manager. If files are too large to send via email, a link to documents for download may be provided. If the sub recipient is unable to send documents via an online link, the ADCNR project manager will work with the sub recipient to determine another suitable method for transfer of documents.

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333334, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The Gulf Coast Ecosystem Restoration Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

15. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

17. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the Gulf Coast Ecosystem Restoration Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

18. CONFLICTS OF INTEREST: Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

19. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Council specific Special Award Conditions in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
x. Invasive Species, EP 13112
y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.

i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required RESTORE-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.

n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

22. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Council specific Special Award Conditions, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.

23. DEBARMENT AND SUSPENSION:

a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Gulf Coast Ecosystem Restoration Council.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-2627, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Council specific Special Award Conditions.

25. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

26. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a RESTORE *official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*

27. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Council specific Special Award Conditions, and all other federal, state, or local laws.

28. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

29. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

    a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

    b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The Gulf Coast Ecosystem Restoration Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."

    c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Council specific Special Award Conditions and ADCNR.

    d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
    "This project was paid for [in part] with federal funding from the Gulf Coast Ecosystem Restoration Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Gulf Coast Ecosystem Restoration Council or ADCNR."

32. INDEMNIFICATION:

a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

34. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter

Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
Jennifer.greene@cityofmobile.org

35. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

36. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A RESTORE employee responsible for contract or grant oversight or management;
e. An authorized official of the Department of Justice or other law enforcement agency;
f. A court or grand jury; and/or
g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

37. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

38. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

39. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

40. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

41. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

42. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

43. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

44. NOT ENTITLED TO MERIT SYSTEM: The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

45. BOYCOTT: In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

    In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

46. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

47. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

48. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE requirements associated therewith.

49. VENUE: Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

50. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

51. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Christopher M. Blankenship, Commissioner

3-24-25
Date

CITY OF MOBILE, A Municipal Corporation

By: W Stimpson III

Its: Mayor

3/10/25
Date:

ATTEST:

Lisa D Lambert
City Clerk

2-10-2025
Date:

SEAL OF THE CITY OF MOBILE ALABAMA — FROM ENCHANTING TRADITION ENDURING PROGRESS — MOBILE ALABAMA — FOUNDED 1702

APPROVED LEGAL

Reviewed By Accounting

DCNR Accounting Director

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION - REV. JANUARY 2024

The entity identified in this agreement for project: One Mobile: Reconnecting People, Work and Play through Complete Streets is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification under 2 CFR 200.332.		
(i)	Subrecipient's name (must match name associated with its UEID);	CITY OF MOBILE
(ii)	Subrecipient's unique entity identifier;	UEID # **QV8KPHH9J8A3**
(iii)	Federal Award Identification Number (FAIN);	GNSSP25AL0063
(iv)	Federal Award Date (date of award to the recipient by the Federal agency);	01-23-2025
(v)	Subaward Period of Performance Start and End Date;	From 01/23/2025 through 10/31/2027
(vi)	Subaward Budget Period Start and End Date;	From 01/23/2025 through 10/31/2027
(vii)	Amount of Federal Funds Obligated in the subaward;	$2,287,500.00
(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	$2,096,981.00
(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$2,096,981.00
(x)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	"One Mobile: Reconnecting People, Work and Play through Complete Streets". The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama.
(xi)	Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department of Treasury Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
(xii)	Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 "Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: WLNMNKHKF5T1, is $2,287,500.00.
(xiii)	Identification of whether the Federal award is for research and development; and	This is not a R&D award.
(xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 27.19% for the Federal award.

APPENDIX II TO 2 CFR PART 200:

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of

the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction *(29 CFR §5.5(a))*

SECTION B: Contract Work Hours and Safety Standards Act *(29 CFR §5.5(b))*

SECTION C: 29 CFR Part 3: CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES *(Anti-Kickback Regulations, Copeland Act)*

LISTING OF APPENDICES:

Appendix A – Davis-Bacon Poster (WH-1321)

Appendix B – U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

Appendix C – Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Appendix E – Labor Standards Interview Form (SF-1445)

Appendix F – Wage Determination

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a)-Applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds ... and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.[1] The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to

the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 CFR § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 CFR § 5.5 .

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR § 5.5 available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of

fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act Requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract[2].

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination and debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act Requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b),the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b).

(3) ***Withholding for unpaid wages and liquidated damages.*** The Department of Treasury or ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R.§ 5.5(b),

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R.§ 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of 29 C.F.R.§ 5.5(b).

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles,

supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of

providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by

law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

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Appendix A - Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/governmentcontracts/construction/posters* or its successor site.

Appendix B - U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C - Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D - Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E - Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload= 1* or its successor site.

Appendix F - Wage Determination

APPENDIX A

DAVIS BACON POSTER (WH-1321)

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

APPENDIX B

U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION PAYROLL FORM (WH-347)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

APPENDIX C

INSTRUCTIONS FOR COMPLETING PAYROLL FORM (WH-347)

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

APPENDIX D

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444)

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box ☐ Service Contract ☐ Construction Contract	**OMB Control Number: 9000-0066** **Expiration Date: 5/31/2025**

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. **To:** Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. **From:** (Reporting Office)
3. Contractor	4. Date Of Request

5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)

10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number: Dated:

a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative

16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. ☐ Agree ☐ Disagree

To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))

☐ The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.

☐ The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.

(Send 3 copies to the Department of Labor)

Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

APPENDIX E

LABOR STANDARDS INTERVIEW FORM (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION			
	LAST NAME	FIRST NAME	MI	
NAME OF PRIME CONTRACTOR				
	STREET ADDRESS			
NAME OF EMPLOYER				
	CITY	STATE	ZIP CODE	
SUPERVISOR'S NAME				
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE		

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

APPENDIX F

WAGE DETERMINATION

"General Decision Number: AL20250164 01/03/2025

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 — Publication Date 01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20 **	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

IRONWORKER, REINFORCING	$ 17.70	**	0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98	**	0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45	**	0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 15.54 ** 0.00

OPERATOR: Roller.....$ 15.87 ** 0.00

OPERATOR: Scraper.....$ 13.30 ** 0.00

PAINTER (Brush and Roller).....$ 15.97 ** 1.27

TRAFFIC CONTROL: Flagger.....$ 14.00 ** 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 14.58 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 16.04 ** 0.00

TRUCK DRIVER: Flatbed Truck.....$ 15.00 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 16.79 ** 0.00

TRUCK DRIVER: Pickup Truck.....$ 15.05 ** 0.00

TRUCK DRIVER: Semi-Trailer Truck.....$ 15.56 ** 0.00

TRUCK DRIVER: Water Truck.....$ 13.50 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The following summary of products designated by 40 CFR Part 247 has been provided to assist in contractor compliance; however, compliance is the contractor's sole responsibility. Note that this listing is not all inclusive and one or more products may or may not be applicable to this scope of work for this construction contract. Contractors should refer to 40 CFR Part 247 for additional information.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

(3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

(1) Coal fly ash;

(2) Ground granulated blast furnace slag (GGBF);

(3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

40 CFR §247.13 designates the following Transportation Products:

(a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

(b) Parking stops made from concrete or containing recovered plastic or rubber.

(c) Channelizers containing recovered plastic or rubber.

(d) Delineators containing recovered plastic, rubber, or steel.

(e) Flexible delineators containing recovered plastic.

40 CFR §247.14 designates the following Park and Recreation Products:

(a) Playground surfaces and running tracks containing recovered rubber or plastic.

(b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

(c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.

(d) Playground equipment containing recovered plastic, steel, or aluminum.

40 CFR §247.15 designates the following Landscaping Products:

(a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.

(b) Compost made from recovered organic materials.

(c) Garden and soaker hoses containing recovered plastic or rubber.

(d) Lawn and garden edging containing recovered plastic or rubber.

(e) Plastic lumber landscaping timbers and posts containing recovered materials.

(f) Fertilizer made from recovered organic materials.

PROHIBTION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including, but not limited to, iron, aluminum, steel, cement and other manufactured products).

Additional information about federal regulations regarding domestic preferences for procurements can be found at 2 CFR §200.322, which states:

> (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
>
> (b) For purposes of this section:
>
> > (1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
> >
> > (2) ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The requirements of this section must be included in all contracts and subcontracts for work or products under this award pursuant to 2 CFR § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA [OR OTHER STATE AGENCY] certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

The following are points of contact to send the advertisements, RFQ package and/or construction bid package for MBE/WBE outreach. Contact can be by sending hard copy documents, but make sure to require a signature and maintain documentation of receipt. Contact can also be made by email, but make sure to obtain an email response confirming receipt of the message.

1. Alabama Department of Economic and Community Affairs (ADECA)
Attn: Mr. Scott Stewart
Office of Minority Business Enterprise
P.O. Box 5690
Montgomery, AL 36103-5690
Scott.Stewart@adeca.alabama.gov

2. Alabama Small Business Development Center Network
Attn: Mr. Brian Davis
The University of Alabama
P.O. Box 870386
Tuscaloosa, AL 35487=0396
(205)348-7621

3. Alabama Small Business Development Center
Attn: Louise Grover

1500 1st Avenue North, Unit 62
Birmingham, AL 35203

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]
[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246)

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Covered Area (Geographical area where the contract is to be performed)	Goals for minority participation for each trade	Goals for female participation in each trade
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Executive Order 11246)

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM

(v.09.30.2023)

SUBCONTRACTOR LISTING FORM *(v.09.30.2023)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor Active UEI	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
Smith Industrial Services Paul David	2001 W I-65 Service Rd N. Mobile, AL 36618 251-243-1964	HN2UEA7ABPN3	N	N	
Bennett Construction, LTD William McGlashen	2445 Claiborne Dr. W Semmes, AL 36575 251-423-7764	HBKHTEVEW943	Y	N	
Coastal Environmental and Erosion Control, LLC Allison Woodson	30941 Mill Ln, Suite 6 #296 Spanish Fort, AL 36527 251-510-1469	E5U4YXNDJ9K24	N	Y	
Bagby & Russell Electric Co. Mat. Matthews	P.O. Box 699, Theodore, AL 36590 251-443-5902	KF2SN7VGCZM6	N	N	
Inline, LLC Lee Reach	5535 Business Parkway Theodore, AL 36582 251-510-4413	KKMSBN5EN548	N	N	
C&H Construction Services, LLC Brandon Donoghue	P.O. Box 2252 Daphne, AL 36526 251-721-1754	HNRYNF26803	N	N	
Renfroe, Hibbetts, & Co. Inc. Taylor Renfroe	11045 Old HW 31 Spanish Fort, AL 36527 251-680-5881	C8HGH9PQU723	N	N	
Innovative Contracting Services, Inc. Anthony Johnson	852 Springhill Ave. Mobile, AL 36602 214-490-4027	F2LZZN54KTH3	Y	N	

COMPLETED BY: Drew Windham DATE: 7/30/2025

DISCLOSURE OF LOBBYING ACTIVITIES

(SF-LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee Tier if known: _____

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix * First Name Middle Name
* Last Name Suffix

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

ATTACHMENT “L”

UEI AND SAM.GOV VERIFICATION FORM AND FFATA DISCLOSURE STATEMENT

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND SAM.GOV VERIFICATION FORM

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems. The System for Award Management (SAM) verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

All prime contractors and their subcontractors must have a UEI number and have proof of registration on SAM.gov. Confirmation of application for SAM.gov registration will be accepted for a responsive bid. For assistance, please contact the Office of Grants Management at (251) 208-6853.

PRIME CONTRACTOR ENTITY NAME: McElhenney Construction Company, LLC

UEI NUMBER: KY4UU6UM9928 **SAM ACTIVE DATE:** 4/2/25 **SAM EXP. DATE:** 3/31/26 **REGISTERED ON SAM.GOV:** (YES) NO PENDING

Please ensure all subcontractors listed on the Supplier Diversity forms are included below. Provide a second page for additional subcontractors.

SUBCONTRACTOR ENTITY NAME	UEI NUMBER	REGISTERED ON SAM.GOV	SAM ACTIVE DATE	SAM EXP. DATE
Smith Industrial Services	HN2UEA7ABPN3	(YES) NO PENDING*	6/21/2021	11/26/25
Bennett Construction, LTD	HBKHTEVEW943	(YES) NO PENDING*	7/14/2025	7/10/26
Coastal Environmental & Erosion Control	E54YXNDJ9KZ4	(YES) NO PENDING*	7/09/24	7/2/25
Bagley & Russell Electric Company, Inc	KF2SN7V6CZM6	(YES) NO PENDING*	7/29/2025	7/25/26
Inlive, LLC	KKM5BA5EN548	(YES) NO PENDING*	1/10/25	1/9/26
C & H Construction Services, LLC	HNRYNF2667D3	(YES) NO PENDING*	8/20/24	8/16/25
Renfroe, Hallock, & Co.	C8HGH9PQU723	(YES) NO PENDING*	2/27/25	2/25/26
Innovative Contracting Services, LLC	F2LZZN54KTH3	(YES) NO PENDING*	10/24/23	9/27/25
		YES NO PENDING*		
		YES NO PENDING*		

** Copy of each company's SAM.gov registration or confirmation of application email must be attached to this form. Failure to provide this will result in an unresponsive bid.*

Instructions

1. To obtain or renew a UEI Number, go to https://sam.gov and follow the link on the home page. If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.
2. To register your entity on SAM.gov, log into your account and go to your workspace. Click "Get Started" and follow the steps to registration. Click here for a federal guide to registration.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY - UEI NUMBERS VERIFIED: YES☐ NO ☐

Date: _____ Performed by: _____ Title: _____ Dept: _____

Contract/Grant Number: _____ Federal Award Number: _____ 453 Updated Nov. 2024

MOBILE
ALABAMA

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement 7-30-25
Award Description/Title MLK Blvd.
Entity Completing Form McElhenney Construction Co. LLC
Entity UEI Number KY4LU6LM9928/945K7
Address PO Box 1409
City, State, Zip+4 Theodore AL 36590

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

[signature] President 7-30-25
Signature Title Date

Josh McElhenney
Typed Name of Signature

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 4350 Moffet Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 4350 Moffet Road to allow multiple buildings on a single building site.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development was approved on May 15, 2025, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at 4350 Moffett Road, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 16, 2025, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;

2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;

16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4350 Moffet Road.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **May 15, 2025**. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site. If approved, the Major Modification will **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**, subject to the following proposed conditions: 1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request; 2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information; 3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information; 4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision; 5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location; 6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles; 7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths; 8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC; 9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature); 10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC; 11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area; 12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC; 13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting

Department; 15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council; 16. Compliance with all Engineering comments noted in this staff report; 17. Compliance with all Traffic Engineering comments noted in this staff report; 18. Compliance with all Urban Forestry comments noted in this staff report; 19. Compliance with all Fire Department comments noted in this staff report; 20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 21. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development was approved on **May 15, 2025**, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at **4350 Moffett Road,** described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 16, 2025**, to **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;

6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must

be installed by a licensed and bonded contractor and permitted through the Permitting Department;

15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Chris Pfeiffer
24/7 Development Partners of Alabama, LLC
4350 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**,** for the property located at **4350 Moffet Road.**

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request hall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
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16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;

20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$962.16.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>
Date Wed 8/13/2025 12:55 PM
To Anderson, Logan <dlogananderson@cityofmobile.org>

You don't often get email from shirley_short@bellsouth.net. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will refer you to my email of May 9, 2025 in which I gave my reasonable objections to the proposed subdivision at 4350 Moffett Road, Mobile, Alabama 36618, My objections will be the same ones that I previously pointed out in my email of that date. Please note them to all responsible. We register our opinion for no changes please.

Shirley Robert Short Brown
4364 Moffett Road
Mobile, Alabama 36618
251-348-4677
On Monday, May 12, 2025 at 01:21:19 PM CDT, shirley short <shirley_short@bellsouth.net> wrote:

I will be out of town or I would certainly be interested in attending the meeting. Thank you for your response.

On Monday, May 12, 2025 at 11:27:55 AM CDT, Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

Thank you for your comments. They will be provided to the Planning Commission prior to the meeting on **Thursday, May 15th.**

- **If you wish to speak:** The meeting will be held in person at Government Plaza. Please note that only 4 people may speak in favor of an application and 4 in opposition to an application. Each speaker has 5 minutes to make their presentation.

- **Watch the meeting:** The meeting will be live streamed on Thursday at 2 PM on the city's website at https://www.cityofmobile.org/government/city-council/livestream/

  Or here: https://www.youtube.com/channel/UCdLrEwf3ewSNmCNm21fVfNg/live

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: shirley short <shirley_short@bellsouth.net>
Sent: Friday, May 9, 2025 5:37 PM
To: Planning <planning@cityofmobile.org>
Subject: MOD-003318-2025

Some people who received this message don't often get email from shirley_short@bellsouth.net. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As an adjacent property owner to 4350 Moffett Road I do have an opinion about the multi-family development being considered next door to me. We already have our quota of children in the neighborhood which quota is fed by Forest Hill Elementary School and Scarborough Middle School. I do not dislike children but when there is disrespect of property shown by them, it is not a good thing. I am opposing a multi-family arrangement.

We had problems with children when St. Mary's home was in the location next door and those were only a few children. More problems came when Scarborough Middle School was built.

Because we have property surrounding us we have pleasant living conditions. My husband and I do not approve of any changes requested and based on the information I have received there would be no benefit to the neighborhood in the future because of it.

Over loading a community increases the opportunity for crime, criminals love that and we should all be concerned about that.

And speaking of over loading what's to become of traffic entering and exiting into and away from Moffett Road. As it stands today I can hardly get out of my driveway onto Moffett Road now.

Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

Outlook

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>
Date Wed 8/13/2025 12:55 PM
To Anderson, Logan <dlogananderson@cityofmobile.org>

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Shirley Robert Short Brown
4364 Moffett Road
Mobile, Alabama 36618
251-348-4677
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  Or here: https://www.youtube.com/channel/UCdLrEwf3ewSNmCNm21fVfNg/live

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: shirley short <shirley_short@bellsouth.net>
Sent: Friday, May 9, 2025 5:37 PM
To: Planning <planning@cityofmobile.org>
Subject: MOD-003318-2025

Some people who received this message don't often get email from shirley_short@bellsouth.net. Learn why this is important

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And speaking of over loading what's to become of traffic entering and exiting into and away from Moffett Road. As it stands today I can hardly get out of my driveway onto Moffett Road now.

Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	[redacted]	
Email:		
Address:	[redacted]	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

4350 MOFFETT ROAD — Property Address
KEY #00429511

8.937 ACRES — Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-3 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Christopher Pfeiffer
Owner Signature

7/14/25
Date

Kori P. Given
Applicant or Agent Signature (if applicable)

7/14/25
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kori P. Given
Applicant or Agent Signature

7/14/25
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE PROPERTY IS CURRENTLY ZONED R-3 AND OUR PROPOSAL CONFORMS TO THE R-3 REQUIREMENTS

   LOW DENSITY RESIDENTIAL
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THIS PROPOSAL IS FOR SINGLE FAMILY HOUSING UNITS WITH 6 UNITS PER BUILDING. THERE IS VACANT LAND ADJOINING THE WEST LINE AND RESIDENTIAL HOUSING ADJOINING THE NORTH AND EAST LINES. THERE IS A MASONIC LODGE ADJOINING THE SOUTH LINE AND RESIDENTIAL HOUSING ALSO ADJOINS THE SOUTH LINE.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   THIS PROPOSAL WILL NOT IMPACT THE DEVELOPMENT OR IMPROVEMENT OF THE ADJOINING PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   EXISTING BUILDINGS WILL BE REMOVED. NEW STRUCTURES WILL BE 26 FEET TALL.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   EXISTING TREES ALONG PROPERTY LINES WILL REMAIN. WE PROPOSE A 75 FOOT VEGETATIVE BUFFER ALONG THE NORTH LINE.

   ☐ Lighting:
   PER CITY ORDINANCE

   ☐ Hours of operation:

   ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   THIS DEVELOPMENT WILL NOT HAVE ANY OF THE ITEMS LISTED AND WILL BE COMPARABLE TO ANY RESIDENTIAL SUBDIVISION.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development**
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Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	251-648-0524	
Email:		
Address:	3 SCHWAEMMLE DRIVE, MOBILE 36608	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

4350 MOFFETT ROAD
Property Address
KEY #00429511

8.937 ACRES
Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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Christopher Pfeiffer
Owner Signature

7/14/25
Date

Kori P. Given
Applicant or Agent Signature (if applicable)

7/14/25
Date

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7/14/25
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5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
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☐ Lighting:
PER CITY ORDINANCE

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

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THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, CHRIS PFEIFFER, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

BYRD SURVEYING Designee (1)	Designee (2)
[redacted] Email	Email
[redacted] Phone Number	Phone Number
Christopher Pfeiffer Signature of Company Owner	7/14/25 Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, CHRIS PFEIFFER, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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BYRD SURVEYING Designee (1)	 Designee (2)
byrd@byrdsurveying.biz Email	 Email
251-476-5010 Phone Number	 Phone Number
Christopher Pfeiffer Signature of Company Owner	7/14/25 Date

Outlook

Re: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 7/16/2025 2:53 PM
To jerry <jerry@byrdsurveying.biz>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; kari <kari@byrdsurveying.biz>

My Apologies,

I failed to mention the DWG file. If you have not already done so, please send to Marine and Tori (copied to this email).

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, July 16, 2025 2:47 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; kari <kari@byrdsurveying.biz>
Subject: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

Good afternoon,

We have completed our review of the above-referenced application for a Major Modification to a previously approved Planned Unit Development and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please provide a legal description in Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025,** Planning Commission agenda.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dloganander son@cityofmobile.org
(251) 208-5895 main

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

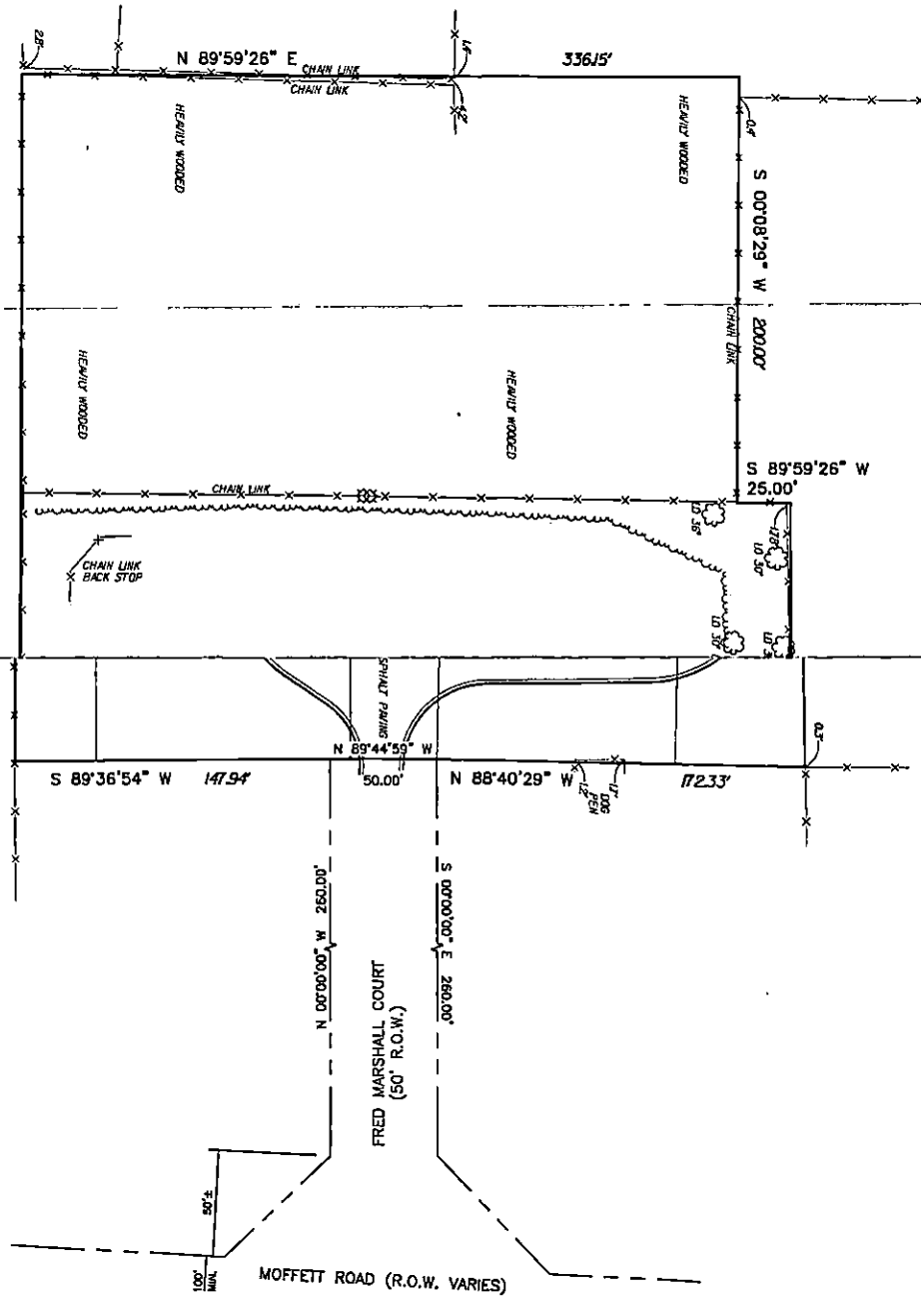


EXHIBIT SHOWING EXISTING CONDITIONS 4350 MOFFETT ROAD

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'
25BS090

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
JULY 16, 2025

NARRATIVE FOR THE SUBDIVISION AND PUD MODIFICATION FOR
FRED MARSHALL COURT, 4350 MOFFETT ROAD

THE SUBDIVISION AND PUD MODIFICATION FOR THIS PROPERTY APPEARED BEFORE THE PLANNING COMMISSION ON MAY 15, 2025, AND WAS APPROVED WITH CONDITIONS.

AT THE TIME OF SUBMITTAL AND AT THE MEETING THE APPLICATIONS WERE PRESENTED AS OWNING THE 50' DRIVE FROM MOFFETT ROAD NORTHWARDLY TO THE "BUILDABLE" PORTION OF THE PROPERTY BUT THIS WAS IN ERROR. THE BISHOP OF MOBILE, A PREVIOUS OWNER, HAD CONVEYED THE ENTRANCE DRIVE (50' x 320') TO THE COUNTY OF MOBILE ON JULY 18, 1962, AND THROUGH ANNEXATION, THE STREET BECAME PART OF THE MOBILE CITY STREET SYSTEM.

LOT 1, THAT WE SHOW ON THE SUBDIVISION PLAT, HAS USED THIS STREET AS ACCESS TO MOFFETT ROAD FOR THE LAST 63 YEARS.

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

24/7 Development Partners of Alabama, LLC
3 Schwaemmle Drive
Mobile, AL 36608

India Oakley
871 Kuffskie Lane
Mobile, AL 36618

Annie M. Turner
1621 Kuffskie Lane
Mobile, AL 36618

Renea & Tyrone Grayson
1619 Kuffskie Lane
Mobile, AL 36618

Mann Corp
7301 Howells Ferry Road
Mobile, AL 36618

Jordan Investments, LLC
P. O. Box 7718
Mobile, AL 36670

Willie R. Robinson, III
1549 Kuffskie Lane
Mobile, AL 36618

Tracy Baxter
2603 Michael C. Cleveland Ct.
Eight Mile, AL 36613

Kristy Singleton
1519 Kuffskie Lane
Mobile, AL 36618

Ramona Gardner
1515 Kuffskie Lane
Mobile, AL 36618

Tameka Reed
859 Kuffskie Lane
Mobile, AL 36618

Everett & Barbara Singleton
855 Kuffskie Lane
Mobile, AL 36618

Michelle N. Kyser
853 Kuffskie Lane
Mobile, AL 36618

Debbie A. Matthews
4320 Moffett Road
Mobile, AL 36618

Cindy C. Smith
4330 Moffett Road
Mobile, AL 36618

Flame L. Singleton
4309 Moffett Road
Mobile, AL 36618

Zoila Adams & Luz Davison
8170 Wards Lane
Semmes, AL 36575

Toulmin Lodge #875 AF & AM
c/o Earl L. Roberts
P. O. Box 180213
Mobile, AL 36618

Shirley R. Short
4364 Moffett Road
Mobile, AL 36618

Joann R. Clark
1651 Kuffskie Court
Mobile, AL 36618

Claude E. Tagert, Jr.
1625 Kuffskie Lane
Mobile, AL 36618

Carlos Hughes
50 Cooley Street
Mobile, AL 36607

Casey Dickinson
4216 Chesterfield Drive N.
Mobile, AL 36618

Brian & Printella Jackson
2356 Marigold Loop E.
Semmes, AL 36575

James L. Palmer
Attn: Kateland V. Shorey
6001 Timberly Road S.
Mobile, AL 36609

Zachary Cotton
4212 Parliament Avenue
Mobile, AL 36618

James & Linda Markham
4213 Parliament Avenue
Mobile, AL 36618

Vincent D. Gable
4212 Buckingham Avenue
Mobile, AL 36618

Carvin G. Ely
4213 Buckingham Avenue
Mobile, AL 36618

Jennifer Wright
282 Dogwood Drive
Citronelle, AL 36522

County of Mobile
P. O. Box 1443
Mobile, AL 36633

Delores Bliss
c/o Melinda Bliss
8950 Jeff Hamilton Road
Mobile, AL 36695

Tony & Gloria Lewis
6751 Moffett Road
Mobile, AL 36618

Shantora D. Hudson
1629 Kuffskie Lane
Mobile, AL 36618

Lenzie George & Rosalyn Chambliss
4313 Eastview Drive
Mobile, AL 36618

Katherine Arnold
1624 Ridgeland Road W.
Mobile, AL 36695

Tymon D. Wallace
4359 Eastview Drive
Mobile, AL 36618

Samantha Westbrook
1505 Tarreyton Drive
Mobile, AL 36618

Shedrick C. Adams
4300 Moffett Road
Mobile, AL 36618

Estate of Robert Rhinehart
3182 Farmington Drive SE.
Atlanta, GA 30339

Andrea Bobe
1624 Phillips Lane
Mobile, AL 36618

Thomas & Patricia Clarke
4305 Eastview Drive
Mobile, AL 36618

Anthony Knox
P. O. Box 16844
Mobile, AL 36616

Allen Caster, Jr.
1655 Kuffskie Court
Mobile, AL 36618

Robert J. Chambers
4375 Eastview Drive
Mobile, AL 36618

Rosalind F. Chambers
1501 Tarreyton Drive
Mobile, AL 36618

Tina Durham
6716 Ridgeland Road S.
Mobile, AL 36695

Russell L. Hoover
3938 Leroy Stevens Road
Mobile, AL 36619

Robert & Bernadette Harrison
4405 Eastview Drive
Mobile, AL 36618

Garland & Ladresta Montgomery, Jr.
4309 Eastview Drive
Mobile, AL 36618

Edward H. Antone, Jr.
1616 Raleigh Court
Mobile, AL 36616

Rosalyn C. White
4355 Eastview Drive
Mobile, AL 36618

Planning Commission
August 21, 2025

Agenda Item # 9

SUB-003417-2025 & MOD-003418-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4350 Moffett Road

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create one (1) legal lot of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-one (21) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 7
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The site was approved as a non-conforming lot of record in 1998. That same year, in June, an Administrative Planned Unit Development (PUD) was approved to allow construction of multiple buildings on a single building site for use as a residential treatment and alternative education facility for children under 18. Administrative amendments to the PUD were approved in November 1999.

In May 2011, the Board of Zoning Adjustment approved a Use Variance to allow use of a separate building on the property as transitional housing for unhoused youth between the ages of 18 and 21.

Most recently, at its May 15, 2025, meeting, the Planning Commission tentatively approved a one-lot subdivision of the site and a Major Modification to the previously approved PUD to allow a multi-family development consisting of 50 dwelling units in multiple buildings on a single building site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

1. Retain NOTES #1 - #7, as shown on the PUD MODIFICATION drawing.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

As previously noted, the site was approved as a non-conforming lot of record in 1998; however, any redevelopment of the property must comply fully with current regulations, including the Subdivision Regulations. Accordingly, the subdivision request considered in May 2025 sought to create one legal lot of record from an existing metes-and-bounds parcel. The request was tentatively approved, contingent upon the rezoning of a portion of the property containing what had been considered a private drive—Fred Marshall Court—which provides access to the site from Moffett Road.

Since that time, the applicant has revised the subdivision plat to reflect the dedication of this segment of land for public maintenance. Although a deed describing the dedication was recorded in the Mobile County Probate Court in August 1962, it was not accounted for on recent parcel maps of the property. This application therefore serves to formally recognize the previously recorded dedication, thereby eliminating the need for rezoning.

Reference to the recorded deed dedicating Fred Marshall Court for public maintenance—such as its book and page number, instrument number, or other applicable recording information—should be provided on the Final Plat, if approved.

The site is served by public water and sanitary sewer.

The proposed lot has frontage on Fred Marshall Court, which may be considered a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way, making additional dedication unnecessary.

The lot, as proposed, exceeds the minimum size requirements for lots served by public water and sanitary sewer in an R-3, Multi-Family Residential Suburban District, and is appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code (UDC) for lots in an R-3 Suburban zoning district. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

A 75-foot building setback line is illustrated along the rear property line, to the North. This is not a requirement of either the Subdivision Regulations or the UDC. As such, if approved, development of the property will be subject to a building setback at this location that is greater than what is required by current regulations. If the Final Plat is recorded with this setback, its removal in the future will require re-subdivision of the property to amend the plat.

Planned Unit Development Modification

The site plan depicts re-development of the property with a 50-unit apartment complex with ten (10) apartment buildings, a community building, and multiple dumpster pads. Each of the proposed apartment buildings contains five (5) dwelling units with a mixture of one (1), two (2), and three (3)-bedroom apartments. A detailed description of the request and all application materials are available at the link on Page 1 of this report.

The required 25-foot front yard setback is illustrated along Fred Marshall Court and should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

A 75-foot building setback is illustrated along the rear property line, which will serve as a residential buffer for the single-family dwellings to the North. No such buffer is proposed for the single-family dwellings to the East, or for the single-family residentially zoned property to the West; however, the Unified Development Code (UDC) does not require a residential buffer between residentially zoned properties, and it should be noted that the R-3, Multi-Family Residential Suburban District, is a residential zoning district.

The size of the lot is provided in square feet in a table on the site plan. This information should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, thus the site requires 70 off-street parking spaces. A table on the site plan indicates there are 90 off-street parking spaces, each of which appears to meet the dimensional standards outlined in Table 64-3-12.2 of Article 3 of the UDC.

Curbing is illustrated where vehicles could extend beyond the proposed parking facilities, along with pedestrian walkways leading from each parking area to each of the proposed buildings.

No sidewalk is proposed along Fred Marshall Court. The existing frontage is already fully developed with roadway improvements, leaving minimal space to accommodate sidewalk construction.

Bicycle parking is not shown on the site plan or addressed in the parking table. The site plan should be revised to illustrate compliance with the bicycle parking standards of Article 3, Section 64-3-12.A.9. of the UDC, including required minimums and location specifications.

Two-way traffic circulation is proposed throughout the site, requiring 24-foot-wide drive aisles in accordance with Table 64-3-12.2 of Article 3 of the UDC. All proposed drive aisles meet this requirement, except for the aisle located to the rear of the community building, which provides access to a dumpster enclosure and is shown as only 20 feet wide. Therefore, the site plan should be revised to illustrate a minimum 24-foot-wide drive aisle at this location, unless the layout is reconfigured to accommodate one-way circulation, which would require a minimum aisle width of 14 feet.

Directional arrows illustrating traffic circulation are depicted on the site plan and should be retained on the Final PUD Site Plan, if approved. This information should be updated, as needed, to reflect any revisions to the drive aisle behind the community building.

Redevelopment of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. of the UDC. A note stating as much is provided on the site plan and should be retained on the Final PUD Site Plan, if approved. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

No elevation drawings were provided as part of this application, but it should be noted that the proposed buildings will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) an Architectural Feature.

The narrative from the prior PUD modification stated that all buildings would not exceed 26 feet in height, but no height information was submitted with the current application. Therefore, it should be noted that the maximum height allowed in the R-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan, if approved. Alternatively, a table on the Final PUD Site Plan containing this information would suffice.

In addition to approval of the PUD modification, the applicant is seeking relief from the UDC to allow reduced landscape area. Based on the size of the property, Section 64-2-7.E. of the UDC requires 58,393± square feet (15%) of the site to be landscaped, 35,036± square feet (60%) of which is required to be planted between the street-facing property line and any building wall(s) facing the street. The applicant proposes planting a total of 225,415± square feet (56%) of landscaping, 20,113± square feet of which will be front landscape area (5% of the site and 33% of the required amount of front landscape area). No justification for this request was provided.

Although the proposed total landscape area may fulfill the general intent of the UDC landscaping requirements, the stated 225,415 square feet may be inaccurate, as this area exceeds five (5) acres and the total site area is approximately nine (9) acres. The applicant should verify and, if necessary, revise this calculation for inclusion on the Final PUD Site Plan.

Tree plantings are illustrated on the site plan, but compliance with Article 3 tree planting requirements cannot be confirmed. A note on the site plan states the development will comply with Section 64-3-7 of the UDC. This note should be retained on the Final PUD Site Plan, if approved. A detailed tree and landscape plan will be required at the time of permitting to confirm full compliance.

Pursuant to Article 2, Section 64-2-7.E. of the UDC, a minimum of 700 square feet of open space is required per dwelling unit within an R-3 Suburban District. For 50 dwelling units, 35,000 square feet of open space is required. The site appears to meet this requirement, based on the proposed 225,415± square feet of landscape area.

Multiple dumpster enclosures are illustrated and labeled on the site plan. A note indicating that all dumpsters must comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC is included and should be retained on the Final PUD Site Plan, if approved.
No signage is illustrated or described in the submitted application materials. Any proposed signage must be reviewed and permitted separately by the Planning and Zoning Department. Illuminated signage must be designed and installed by a licensed and bonded sign contractor and will also require electrical permits from the Permitting Department.

Any future development or redevelopment of the lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much is on the site plan and should be retained on the Final PUD Site Plan, if approved.

A revised Modified PUD site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f) of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request the following conditions could apply:

1. Placement of a reference on the Final Plat to the recorded deed dedicating Fred Marshall Court for public maintenance (e.g., book and page number, instrument number, etc.);
2. Retention of the 50-foot-wide right-of-way along Fred Marshall Court;
3. Retention of the lot size label in both square feet and acres, or provision of a table on the Final Plat with the same information;
4. Retention of the 25-foot minimum front yard setback line along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code;
5. Retention of the illustrated 75-foot rear setback line, if the applicant intends to exceed minimum setback requirements, with the understanding that its removal in the future will require re-subdivision of the property;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

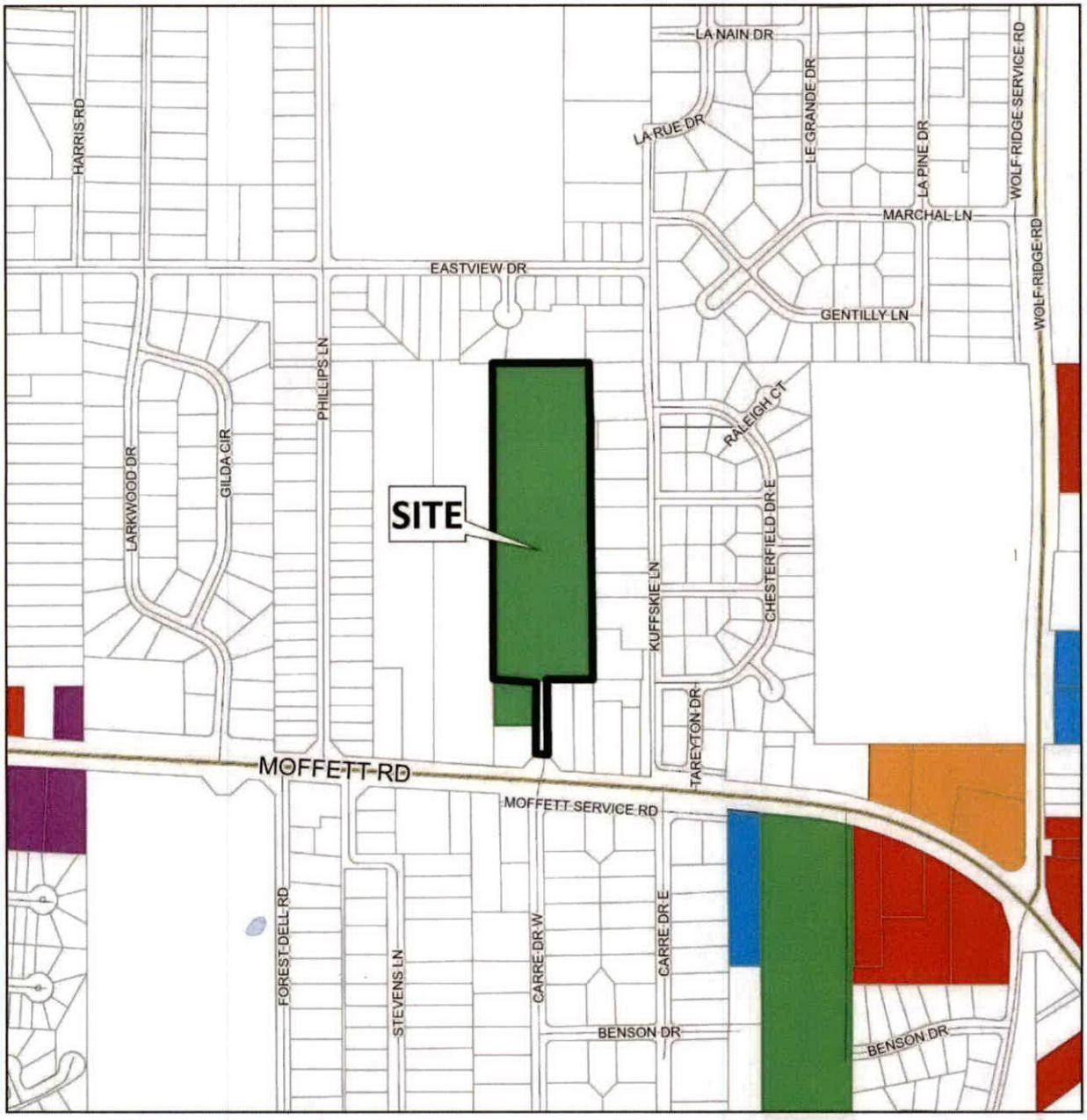
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

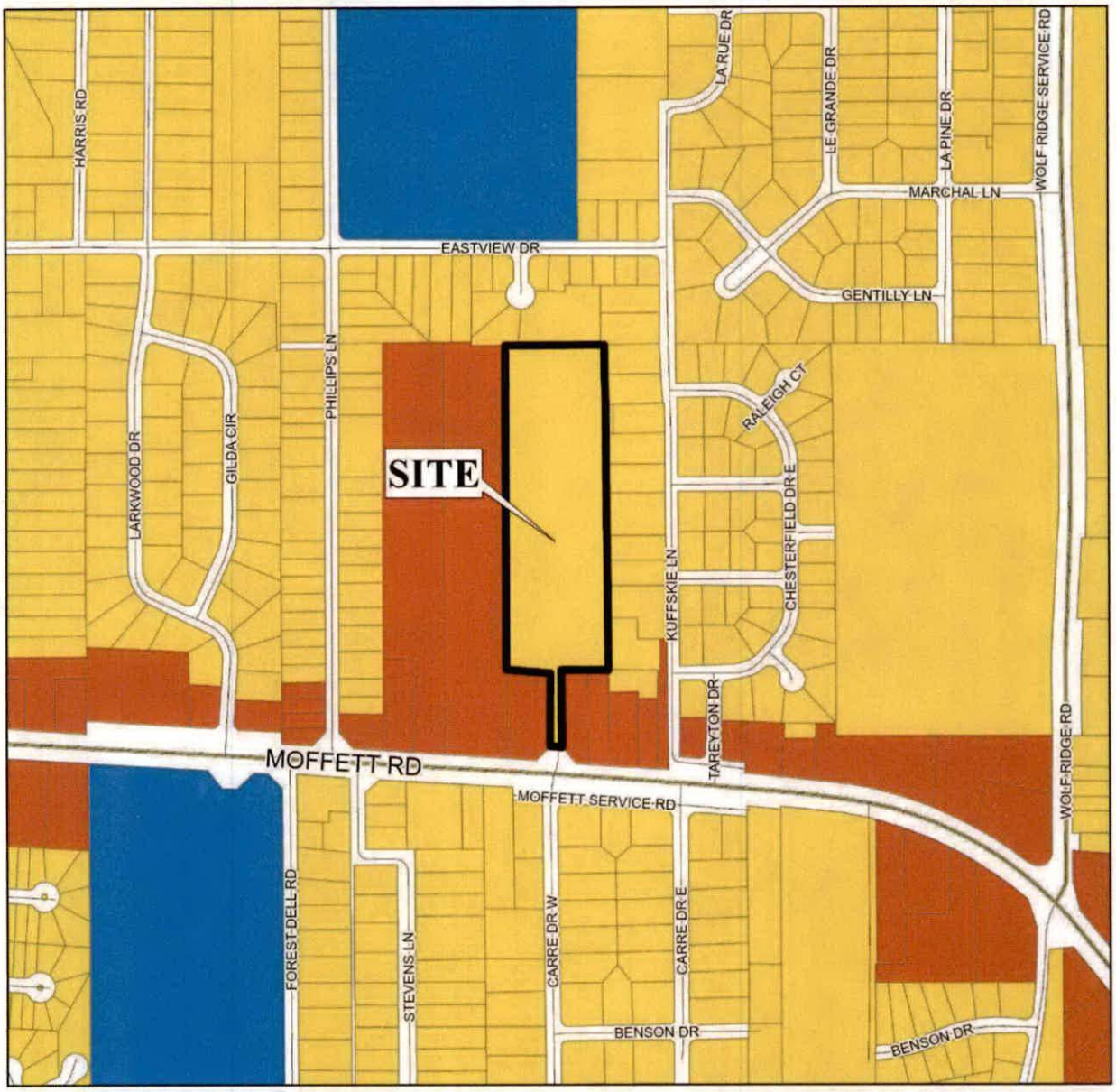
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in this staff report;
17. Compliance with all Traffic Engineering comments noted in this staff report;
18. Compliance with all Urban Forestry comments noted in this staff report;
19. Compliance with all Fire Department comments noted in this staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE August 21, 2025	N
APPLICANT Fred Marshall Court Subdivision	
REQUEST Subdivision, PUD Modification	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

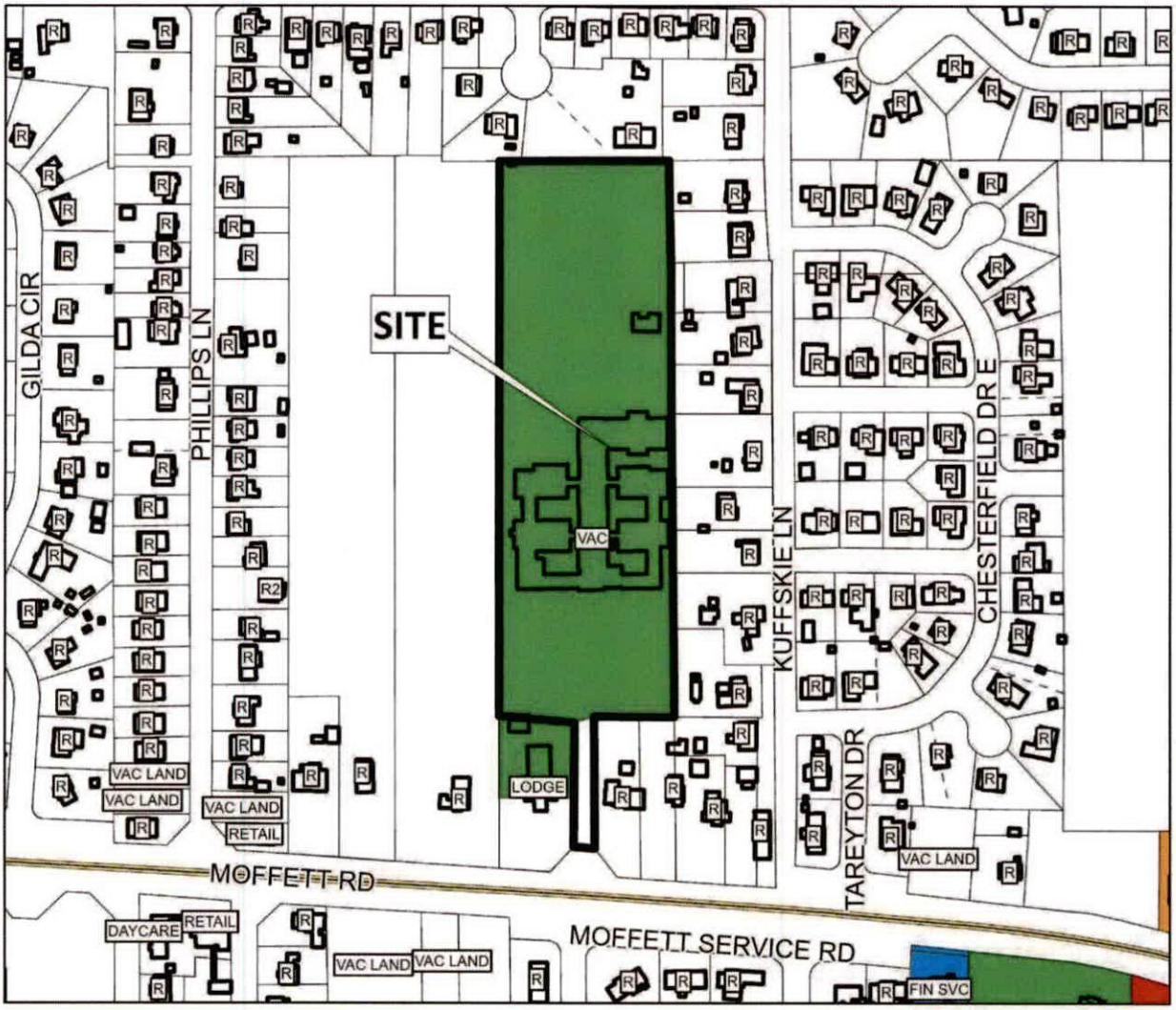
REQUEST Subdivision, PUD Modification

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

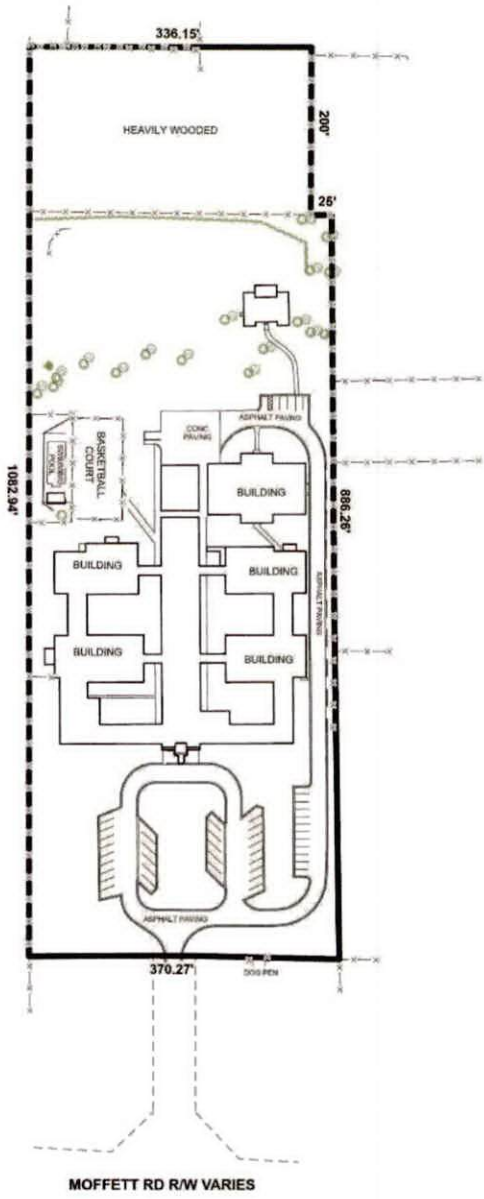
REQUEST Subdivision, PUD Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

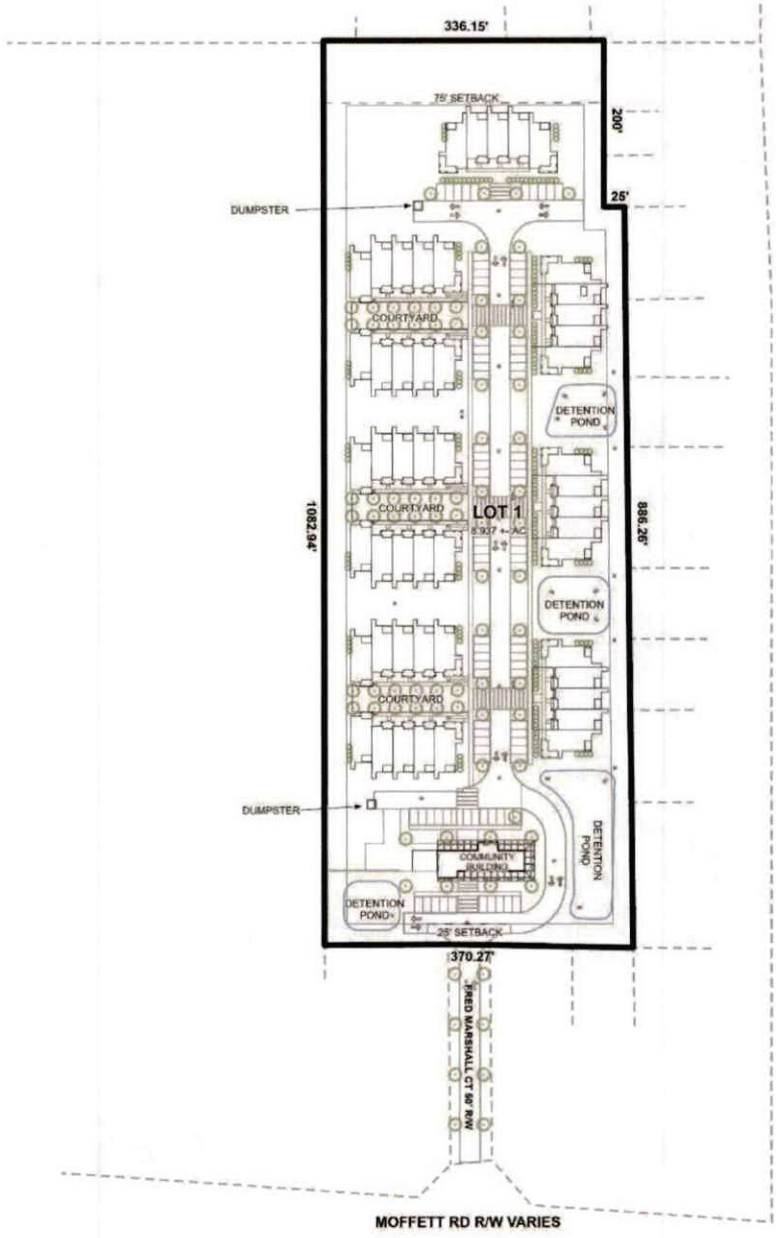
SITE PLAN



The site plan illustrates the existing buildings and landscaping.

APPLICATION NUMBER 9 DATE August 21, 2025 APPLICANT Fred Marshall Court Subdivision REQUEST Subdivision, PUD Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER	9	DATE	August 21, 2025
APPLICANT	Fred Marshall Court Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider Rezoning
Property located at
2602, 2610, 2612, 2614, & 2616 Old Shell Road
and 107 & 107 Item Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 107 & 107 Item Avenue from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or

parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Ten Seven Properties, LLC
Kari Byrd, Byrd Surveying, Inc.
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on August 21, 2025, considered the request of **Ten Seven Properties, LLC** for a change in zoning from **Single-Family Residential Urban District (R-1), and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2),** for the property located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue**.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would not adversely impact neighboring properties; or
   (4) Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, to the City Council, subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

ZON-UDC-003420-2025 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
August 25, 2025

The advertising fee for this application is based on the current legal description is **$313.88.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

DESCRIPTION AND JUSTIFICATION FOR THE REZONING
OF TEN SEVEN PROPERTIES

THE PURPOSE OF THIS REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH PORTION OF THE PROPERTY IS ZONED B-2 AND THE EXISTING BUSINESSES CORRESPOND TO THAT CLASSIFICATION. THE MAJORITY OF THE PROPERTY THAT EXTENDS NORTHWARDLY IS ZONED R-1 BUT HAS BEEN DEVELOPED AND UTILIZED WITH B-2 BUSINESSES FOR MORE THAN 30 YEARS. THE CURRENT OWNERS PURCHASED THE PROPERTY IN 2023 AND DESIRE TO CORRECT THE ZONING OF THE PROPERTY.

SINCE THERE IS NOT ANY CHANGE IN THE CURRENT BUILDINGS OR USE, THE PARKING AND LANDSCAPE DATA IS OMITTED FROM THE SITE PLAN.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	[redacted]	
Email:		
Address:	[redacted]	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE — Property Address

144,880 SF — Property Area (acres or square feet)

KEY #00770954, #00770945, #00770936 — Parcel Number(s) or Key Number(s)

B-2 & R-1 — Present Zoning or Transect District

B-2 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date: 7.1C.25

Kori P. Gwin — Applicant or Agent Signature (if applicable) — Date: 7/15/2025

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kori P Gwin — Applicant or Agent Signature — Date: 7/15/2025

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

   NEIGHBORHOOD CENTER - TRADITIONAL
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
   If yes, describe the error
   THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE BUSINESSES ON SITE.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   THIS AREA OF OLD SHELL ROAD HAS SEEN MANY PROPERTIES BEING RENOVATED WITH NEW TYPES OF BUSINESS. SOME STRUCTURES HAVE BEEN REMOVED AND NEW BUILDINGS PLANNED OR UNDER CONSTRUCTION.

2. Describe the surrounding land uses.
   FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE AFFECT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

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Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
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Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	251-786-0596	
Email:		
Address:	P. O. BOX 16702, MOBILE 36616	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE
Property Address

144,880 SF
Property Area (acres or square feet)

KEY #00770954, #00770945, #00770936
Parcel Number(s) or Key Number(s)

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Present Zoning or Transect District

B-2
Proposed Zoning or Transect District (if applicable)

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This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

7.16.25
Date

Kori P. Gnan
Applicant or Agent Signature (if applicable)

7/15/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kori P Gnan
Applicant or Agent Signature

7/15/2025
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: [illegible] | [illegible] | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday 8 am – 3 pm; Wednesday 8 am – 1 pm

Revised February 2023

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
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- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

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   THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

   NEIGHBORHOOD CENTER - TRADITIONAL
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
   If yes, describe the error
   THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE BUSINESSES ON SITE.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   THIS AREA OF OLD SHELL ROAD HAS SEEN MANY PROPERTIES BEING RENOVATED WITH NEW TYPES OF BUSINESS. SOME STRUCTURES HAVE BEEN REMOVED AND NEW BUILDINGS PLANNED OR UNDER CONSTRUCTION.

2. Describe the surrounding land uses.
   FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE AFFECT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, HAYES TAPIA, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of TEN SEVEN PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

BYRD SURVEYING Designee (1)	Designee (2)
byrd@byrdsurveying.biz Email	Email
251-476-5010 Phone Number	Phone Number
Signature of Company Owner	7-16-25 Date

Outlook

Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 7/17/2025 3:20 PM
To Kari Givens <kari@byrdsurveying.biz>

Good afternoon,

We have completed our review of the above-referenced Rezoning application. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>
Sent: Thursday, July 17, 2025 3:12 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Subject: RE: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks!

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Thursday, July 17, 2025 3:11 PM
To: Kari Givens <kari@byrdsurveying.biz>
Cc: Jerry Byrd <jerry@byrdsurveying.biz>
Subject: Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Received, thank you. And since the document concerns the subject site and is notarized, I think it's acceptable. I'll send an invoice email shortly.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>
Sent: Thursday, July 17, 2025 2:59 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Jerry Byrd <jerry@byrdsurveying.biz>
Subject: FW: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Logan,

Sorry, I fully intended to send the legal with application, I have attached. I have also attached an "Assignment of Rents" for Ten Seven Properties, LLC showing Hays Tapia as Member. Will this document be sufficient?

Thanks,

Kari Givens
kari@byrdsurveying.biz
Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Thursday, July 17, 2025 1:39 PM
To: Jerry Byrd <jerry@byrdsurveying.biz>
Cc: Kari Givens <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>
Subject: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Good afternoon,

We have completed our review of the above Rezoning application and have determined that the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Hayes Tapia was submitted; however, we are unable to verify their affiliation with Ten Seven Properties, LLC. Please provide one of the following to satisfy this requirement:
   - A revised authorization letter issued by Ten Seven Properties, LLC explicitly authorizing Hayes Tapia to act on their behalf; or
   - Documentation confirming that Hayes Tapia is an officer or authorized agent of Ten Seven Properties, LLC.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the preliminary plat to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

3. **Legal Description:** Please provide a legal description in **Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 7/17/2025 1:39 PM
To jerry <jerry@byrdsurveying.biz>
Cc kari <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

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Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Inst. # 2023031749 Pages: 1 of 6 I cert[illegible] is instrument filed on: 5/22/2023 2:04 PM
Doc: TRLE Don Davis, Judge of Probate Mobile County, AL Rec: $28.00 MtgTx: $0.[illegible]
Clerk: BTOWLER ERecorded

RECORDATION REQUESTED BY:
River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

WHEN RECORDED MAIL TO:
River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SLT-180570 Mortgage recorded in Inst#2023031718.

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ASSIGNMENT OF RENTS

NOTICE: This Assignment is given as additional security for the Indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the Indebtedness has already been paid.

THIS ASSIGNMENT OF RENTS dated May 19, 2023, is made and executed between TEN SEVEN PROPERTIES LLC, AN ALABAMA LIMITED LIABILITY COMPANY, whose address is 2616 OLD SHELL ROAD, MOBILE, AL 36607 (referred to below as "Grantor") and River Bank & Trust, whose address is 118 NORTH ROYAL STREET, SUITE 100, MOBILE, AL 36602 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in MOBILE County, State of Alabama:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

*2614

The Property or its address is commonly known as 2602, 2610 & 2616 OLD SHELL ROAD, MOBILE, AL 36607.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

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Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing

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the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of MOBILE County, State of Alabama.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means TEN SEVEN PROPERTIES LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means TEN SEVEN PROPERTIES LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means River Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated May 19, 2023, **in the original principal amount of $935,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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ASSIGNMENT OF RENTS
(Continued)

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 19, 2023.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TEN SEVEN PROPERTIES LLC

By: _____ (Seal)
JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC

By: _____ (Seal)
HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC

This ASSIGNMENT OF RENTS prepared by:

Name: RIVER BANK & TRUST
Address: 118 NORTH ROYAL STREET
City, State, ZIP: MOBILE, AL 36602

Surety Land Title
5909 Airport Blvd
Mobile, AL 36608

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC and HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC**, a limited liability company, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19 **day of** May, 20 23.

FRANCES K. McKINNELL
Notary Public
Alabama State At Large
My Commission Expires 5/27/2026

Notary Public

My commission expires _____

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Escrow File No.: 180570

Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608

EXHIBIT "A"

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

Beginning at a point on the North side of Old Shell Road, 280.6 feet West of the Northwest corner of Old Shell Road and Item Avenue; thence Westwardly along the North side of Old Shell Road, a distance of 50 feet to a point; thence deflecting to the right 67 degrees, 25 minutes, proceed Northwardly 150 feet to a point, thence Eastwardly along a line parallel with the North line of Old Shell Road, a distance of 50 feet to a point; thence Southwardly 150 feet to the point of beginning.

Parcel B

From the Northwest corner of Old Shell Road and Item Avenue run Westwardly along the North line of OId Shell Road 157.8 feet to the point of beginning of property herein described; thence deflecting to the right 67 degrees, 25 minutes run Northwardly 751.5 feet to a point; thence deflecting to the left 88 degrees, 30 minutes run Westwardly 166 feet, more or less, to the Southwest corner of property heretofore conveyed by Lafayette Willard by deed to Bishop of Mobile recorded in Deed Book 411, N.S., page 145 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence deflecting to the left 91 degrees, 45 minutes, run Southwardly 539.5 feet to a point; thence run Eastwardly along a line parallel with the North line of Old Shell Road and along the North line of property formerly owned by Exalee Smith 50 feet to a point; thence deflecting to the right 91 degrees, 30 minutes run Southwardly along the East line of property formerly owned by Exalee Smith 150 feet to the North line of Old Shell Road; thence run Eastwardly along the North line of Old Shell Road 122.8 feet to the point of beginning.

Parcel C

Lots Number One (1), Two (2) and Three (3) in De La Croix Place, as per plat of same recorded in Probate Court of Mobile County, Alabama, in Deed Book 117, N.S., page 222.

Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 7/17/25

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):
TEN SEVEN PROPERTIES REZONING

Neighborhood Meeting Date: July 14, 2025

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: DUMAS WESLEY SVR CTR, 126 MOBILE ST., MOBILE AL

The following documents are enclosed (place a checkmark where applicable):

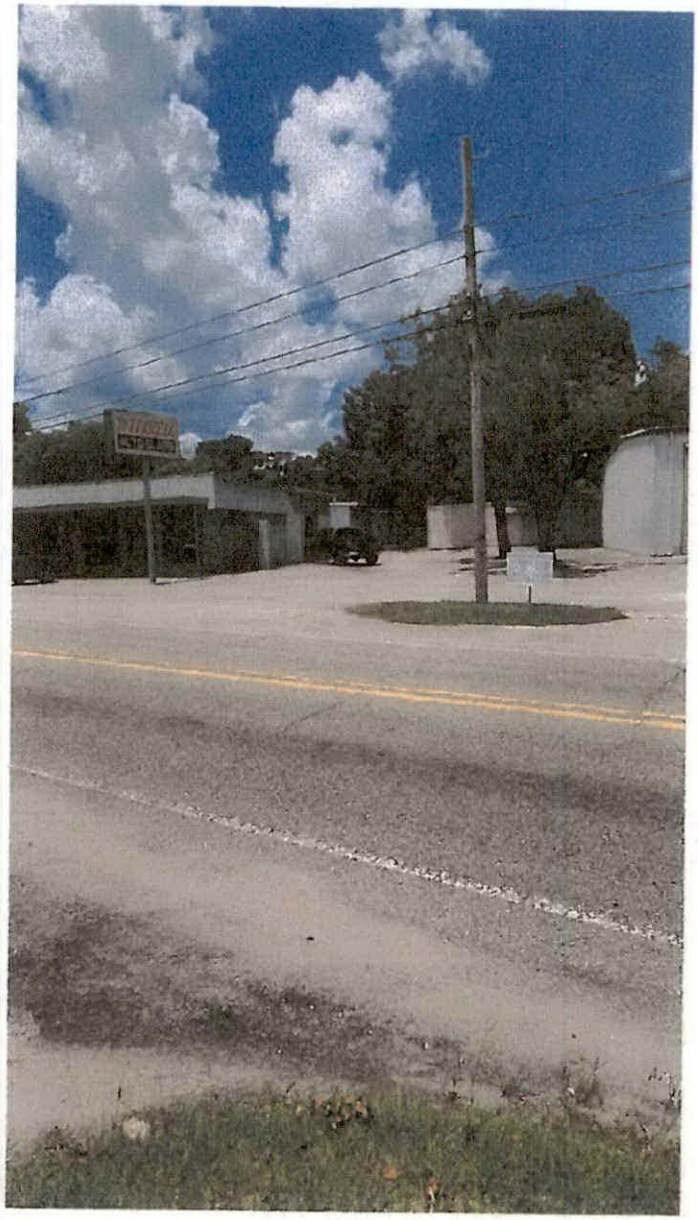
- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Kari Givens
(First Name & Last Name)

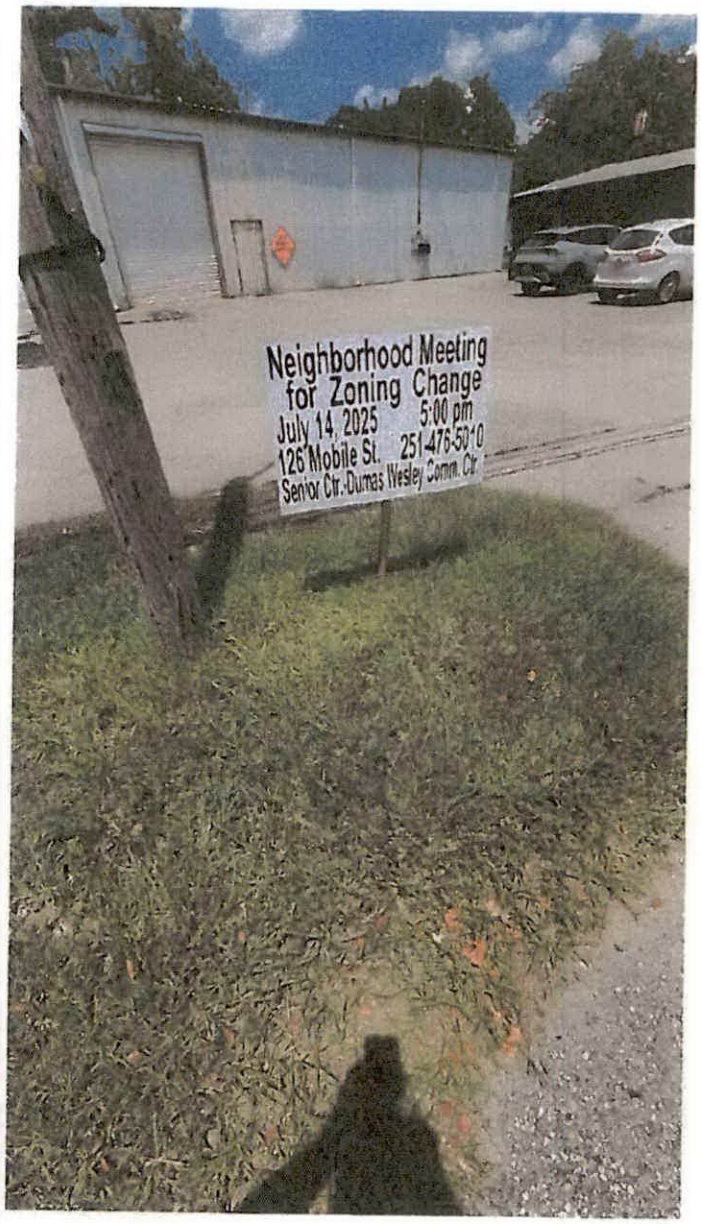
Applicant's signature attesting to the accuracy of the documentation provided:

X Kari P.G. Date: 7/17/25

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



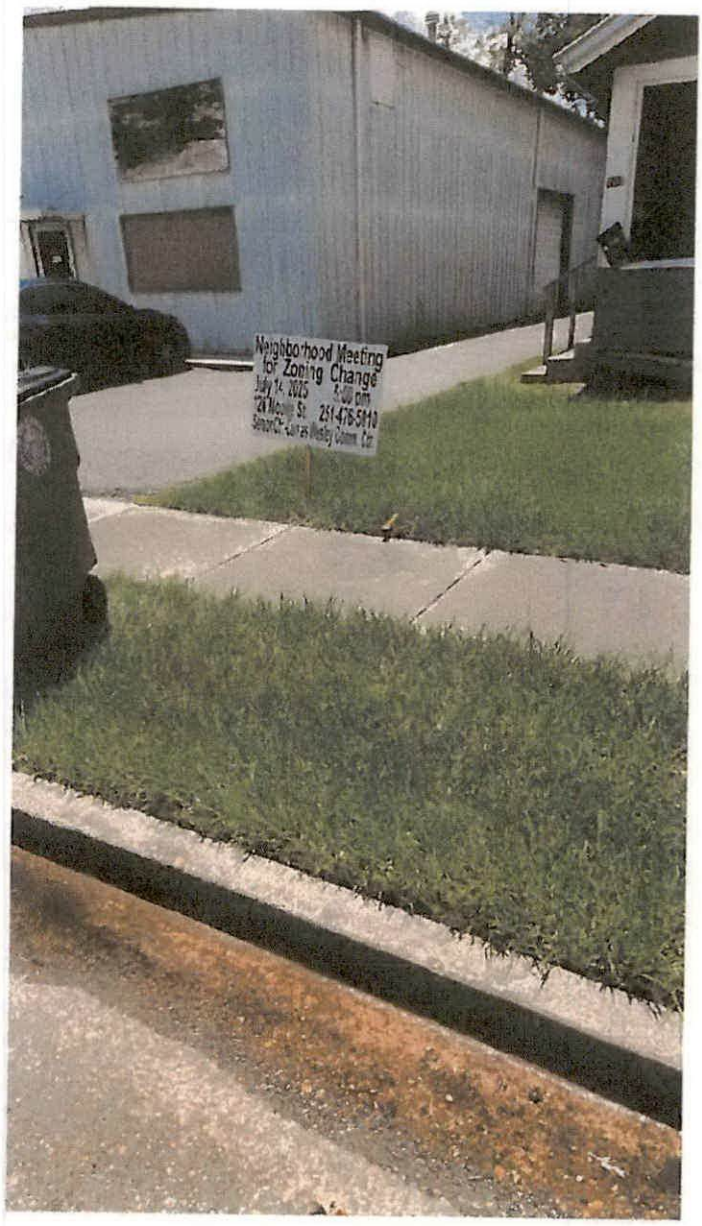
JULY 2, 2025


Neighborhood Meeting
for Zoning Change
July 14, 2025 5:00 pm
126 Mobile St. 251-476-5010
Senior Ctr.-Dumas Wesley Comm. Ctr

JULY 2, 2025



JULY 2, 2025



JULY 2, 2025

80

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Mobile, AL 36606

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129 Item Avenue
Mobile, AL 36607

Patricia Ann Carstarphen
9309 McFarland Way
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1320 Blue Ridge Circle
Mobile, AL 36695

Joseph & Mary Johnson
2560 Dohm Street
Mobile, AL 36607

Councilman Cory Penn
City of Mobile
205 Government Street
Mobile, AL 36602

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

Dear Neighbor,

The owner of properties located at 105 & 107 Item Avenue and 2610 to 2616 Old Shell Road is submitting a rezoning application to the City of Mobile to correct an error in the zoning ordinance. A portion of the property is zoned B-2 and the remainder is zoned R-1. All of the property is developed and utilized by businesses that corresponds to the B-2 classification. The owner does not have immediate plans to change the current buildings or business use.

You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Senior Center at Dumas-Wesley Community Center at 126 Mobile Street
Date: July 14, 2025
Time: 5:00 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 a.m. to 3:00 p.m., Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,

Gerald D. Byrd
GDB/kpg

Neighborhood Meeting for Zoning Change

July 14, 2025 5:00 pm

126 Mobile St. 251-476-5010

Senior Ctr.-Dumas Wesley Comm. Ctr.

Neighborhood Meeting Sign-In Sheet

Date: July 14, 2025 **Meeting Location:** Dumas Wesley 126 Mobile St.

Applicant: Ten Seven Properties LLC **Application(s):** _____

Name: Lola Solano Email: lolasolano@yahoo.com

Address: 125 Item Avenue, Mobile 36607 Phone: 251-300-1034

Name: Juli Day Email: JuJuhiker@gmail.com

Address: 125 Item Ave Phone: 251-377-0054

Name: BOB SCHWARZ Email: RSCHWARZ6@COMCAST.NET

Address: 2602 OLD SHELL Phone: 251 379 9234

Name: Jamie Tapia Email: JamieC partcitymobile.com

Address: 200 Wimbledon Park W, Mobile, AL 36608 Phone: 251-656-7596

Name: Hays Tapia Email: Hays@partcitymobile.com

Address: 200 Wimbledon Park W Mobile, AL 36608 Phone: 251-786-0596

Name: Jack Wilson Email: jwbilee@photo.info@gmail.com

Address: 125 Hyland Ave Phone: 251-626-0380

Mobile AL 36607

Name: _____ Email: _____

Address: _____ Phone: _____

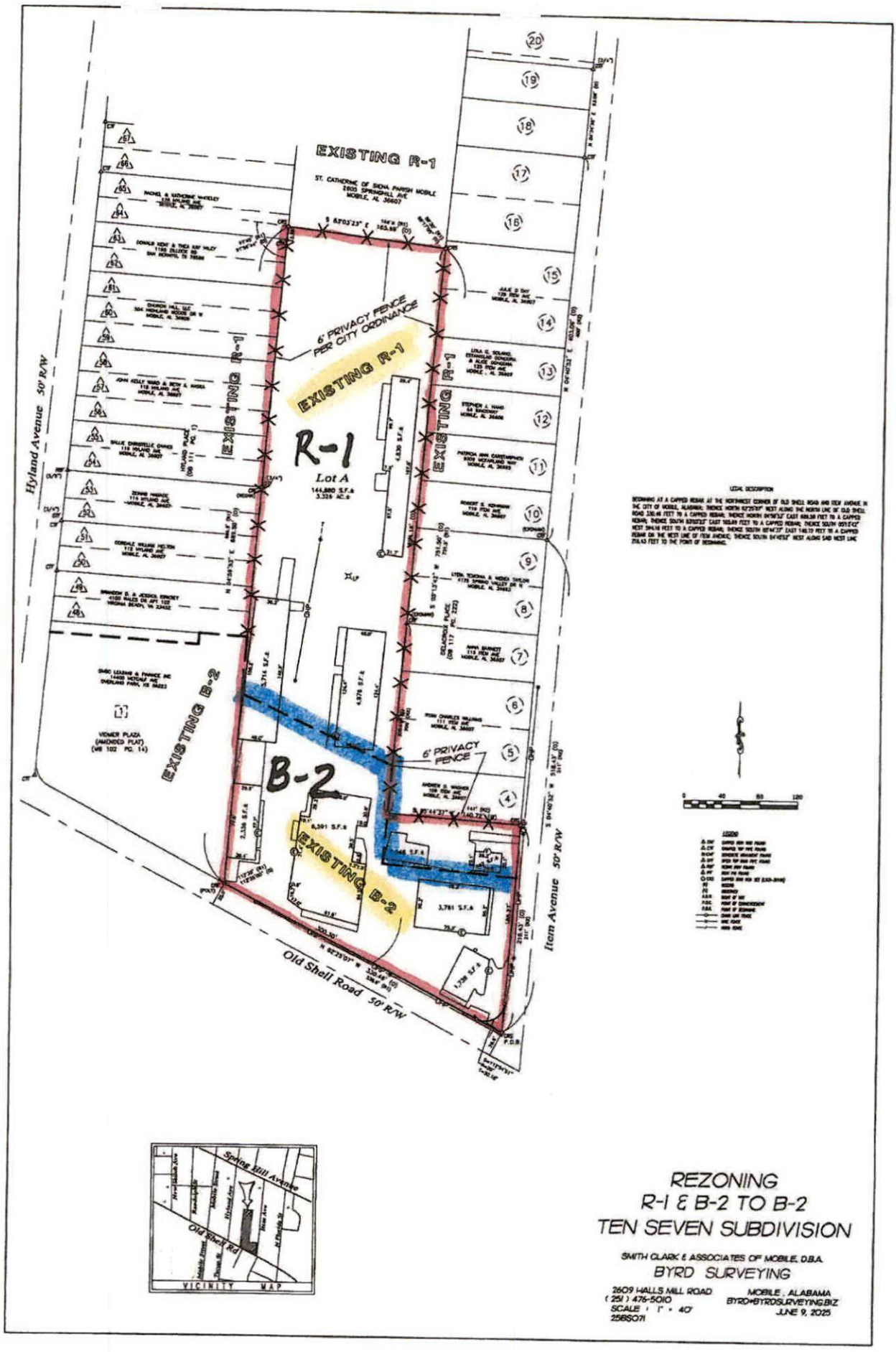
Name: _____ Email: _____

Address: _____ Phone: _____

MINUTES OF NEIGHBORHOOD MEETING JUNE 14, 2025, FOR TEN SEVEN PROPERTIES, LLC AT DUMAS WESLEY SENIOR CENTER, 126 MOBILE STREET, MOBILE, ALA.:

THE MEETING WAS ADVERTISED TO BEGIN AT 5:00 P.M. AND I CALLED THE MEETING TO ORDER AT THAT TIME. THERE WERE THREE NEIGHBORS, TWO OWNERS, AND MYSELF IN ATTENDANCE. THERE WAS A GENERAL DISCUSSION CONCERNING THE PROPERTY AND ANY FUTURE PLANS. THE OWNERS HAVE BEEN CLEANING THE PROPERTY AND MAKING SOME REPAIRS TO THE EXISTING BUILDINGS. THE NEIGHBORS AND THE OWNERS DISCUSSED PROBLEMS WITH RODENTS AND A HOMELESS MAN THAT LIVED IN THE ST. CATHERINE'S SCHOOL BUILDING THAT HAS NOW BEEN REMOVED. WITH SCHOOL DEMOLITION AND THE CLEAN UP OF THE TEN SEVEN PROPERTY THEY ARE HOPING THESE PROBLEMS WILL DISAPPEAR. ONE ADDITIONAL NEIGHBOR JOINED THE MEETING AT 5:30 P.M. AND WE EXPLAINED THE PROPERTY REZONING TO HER. SHE ATTENDED A PREVIOUS NEIGHBORHOOD MEETING AND SHE IS FAMILIAR WITH THE CITY'S REZONING PROCESS. ADDITIONAL GENERAL DISCUSSION OF THE RE-DEVELOPMENT OF OLD SHELL ROAD AREA FOLLOWED.

WITH NO OTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 6:00 P.M.


EXISTING R-1
6' PRIVACY FENCE PER CITY ORDINANCE
EXISTING R-1
R-1
Lot A
144,880 S.F.±
3.326 AC.±
EXISTING R-1
EXISTING R-1
EXISTING B-2
B-2
6' PRIVACY FENCE
EXISTING B-2
Hyland Avenue 50' R/W
Item Avenue 50' R/W
Old Shell Road 50' R/W
VICINITY MAP
Spring Hill Avenue
Old Shell Rd.
REZONING
R-1 & B-2 TO B-2
TEN SEVEN SUBDIVISION
SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'
25BS071
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JUNE 9, 2025

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

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Mobile, AL 36606

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Mobile, AL 36616

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Mobile, AL 36607

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Councilman Cory Penn
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Jayne E. Burke
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Samuel J. Kelley
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Agenda Item # 11

SUB-003419-2025 & ZON-UDC-003420-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue

Subdivision Name:
Ten Seven Subdivision

Applicant / Agent:
Kari Byrd, Byrd Surveying, Inc.

Property Owners:
Ten Seven Properties, LLC

Current Zoning:
R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-2 to B-2.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1945.

With the adoption of the Zoning Ordinance in 1967 it was assigned its current split zoning of R-1 and B-2 classifications.

The portion of the site at the Northwest corner of Old Shell Road and Item Avenue was the subject of a Use Variance request in 1987 to allow a used car lot, which was denied by the Board of Zoning Adjustment.

The site has never had any cases before the Planning Commission.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Label the proposed ROW dedication and list the amount of area being dedicated in SF and AC.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) existing metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Old Shell Road and Item Avenue. Old Shell Road is a component of the Major Street Plan as a Minor Arterial Street with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Item Avenue is a minor street with curb and gutter and a compliant 50-foot right-of-way; therefore, no dedication would be required along Item Avenue. The preliminary plat indicates a 20-foot radius curve is to be dedicated at the intersection of Old Shell Road and Item Avenue. If approved, this should be retained on the Final Plat, adjusted for any further dedication, if required by City Engineering. The right-of-way widths of Old Shell Road and Item Avenue should be retained on the Final Plat, if approved.

As the site is proposed to be rezoned from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District, the required 10-foot minimum front yard setback for a B-2 Urban District should be illustrated along both street frontages on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is to correct an error in the assigned zoning classification, as the site has been developed and utilized for more than 30 years with B-2 businesses. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road to the West by other B-2 properties in commercial use; to the North by an R-1 property used as a church, and R-1 property used as a residence. To the East across Item Avenue, and to the South across Old Shell Road, properties are also zoned B-2 in commercial use.

As no change in the current buildings or use on the site is proposed, and no expansion within the site is proposed, parking and landscaping data is omitted on the site plan provided.

The proposed subdivision of the site into one (1) lot would seem to justify the rezoning to eliminate split zoning within the site. Furthermore, the assignment of an R-1 zoning classification to property which has been in B-2 use for many years would further seem to justify the rezoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way widths of Old Shell Road and Item Avenue on the Final Plat;
2. Retention of the 20-foot radius corner dedication at the intersection of Old Shell Road and item Avenue, adjusted for any further dedication if required by City Engineering;
3. Revision of the plat to illustrate a 10-foot minimum building setback line along Old Shell Road and Item Avenue;
4. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

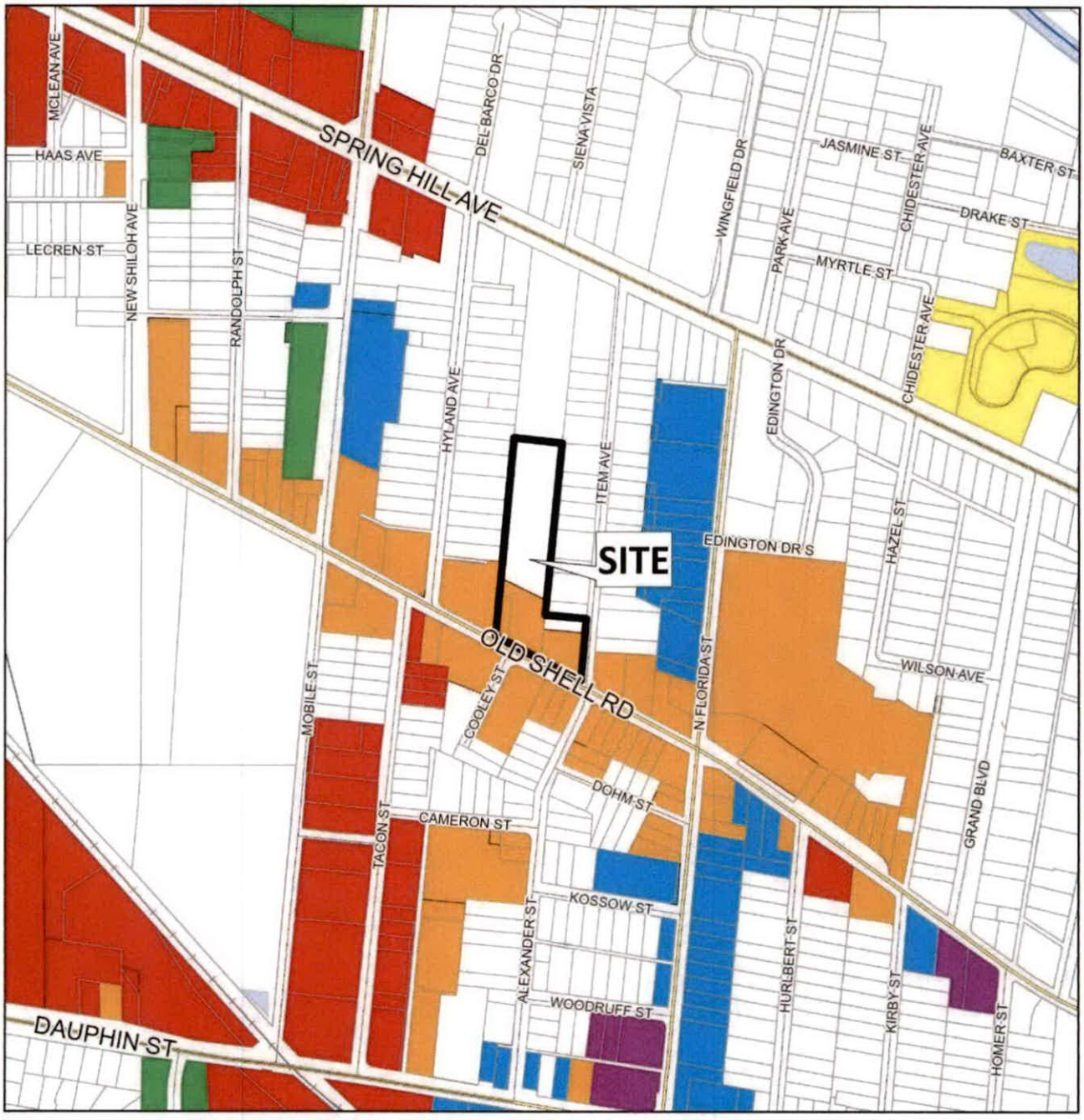
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE August 21, 2025

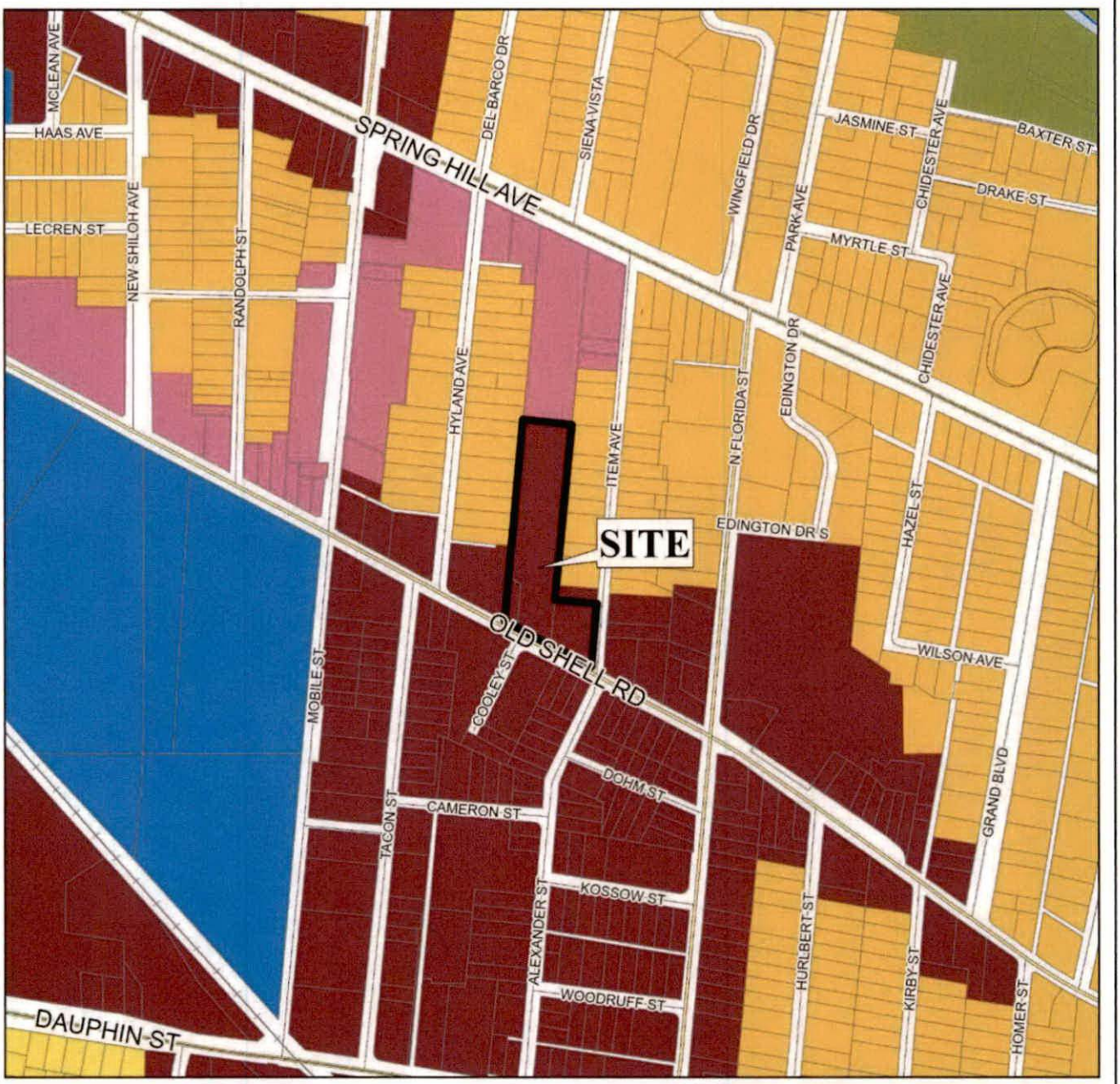
APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

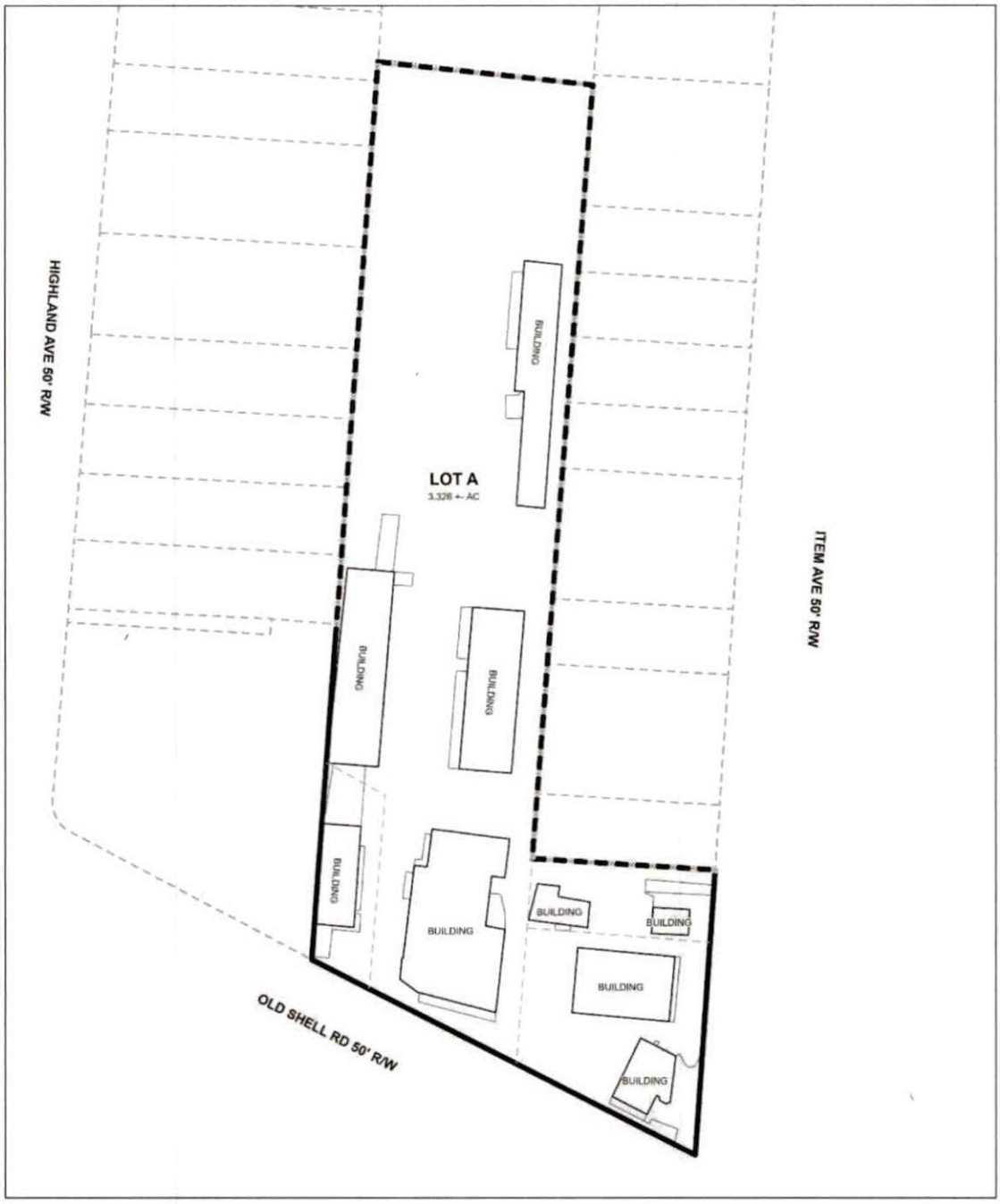
REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

SITE PLAN



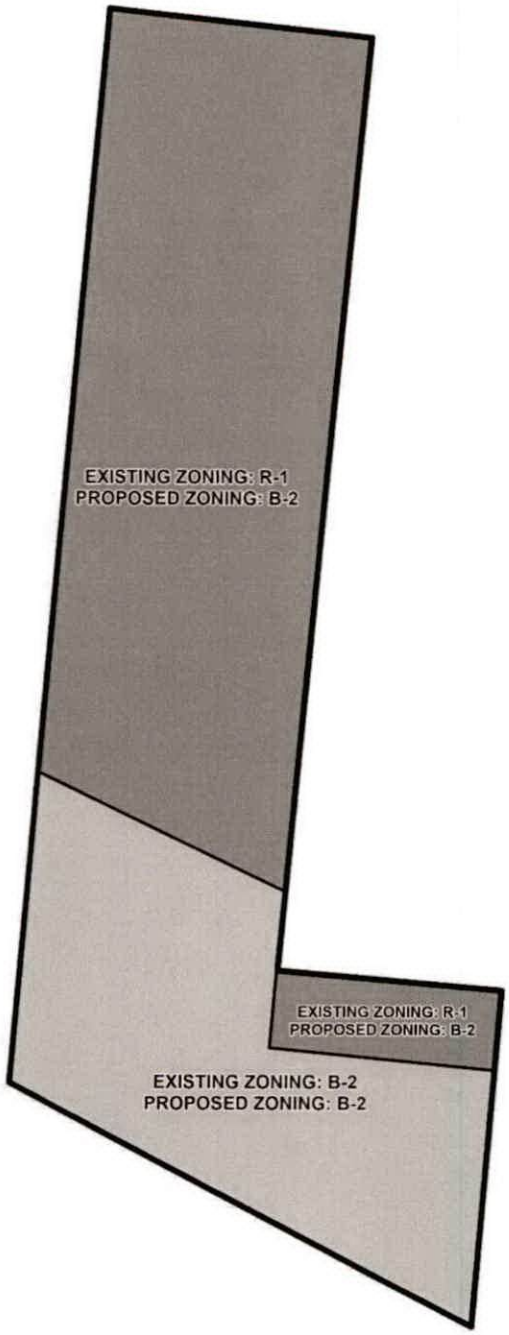
The site plan illustrates fencing, existing buildings, and proposed lot lines.

APPLICATION NUMBER	11	DATE	August 21, 2025
APPLICANT	Ten Seven Subdivision		
REQUEST	Subdvision, Rezoning from R-1 and B-2 to B-2		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider an Amendment to the
Downtown Development District Regulating Plan to
Rezone Property Located at 250 Saint Francis Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October**, 2025, at 10:30 a.m., to consider adoption of an ordinance to amend the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from T-5.1 to T-5.2 and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a T-5.2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-5.2, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **250 Saint Francis Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from T-5.1 to T-5.2.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **T-5.2** Districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **T-5.2** until the following condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **T-5.1 to T-5.2** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **T-5.2**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-5.2,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
250 Saint Francis Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)** for an Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2. for the property located at **250 Saint Francis Street**.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following condition:

1. Full compliance with all other municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Patel
A & R Development Group, LLC
1381 W. Fairfield Drive
Gulf Shores, Alabama 36542

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support amending the Downtown Development District Regulating Plan to rezone the property to **T-5.2**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would not adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **T-5.2** to the City Council, subject to the following condition(s):

1. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003414-2025 250 St. Francis Street
August 25, 2025

The advertising fee for this application is based on the current legal description is **$263.34.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile • Planning &Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	[redacted]	[redacted]

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	[redacted]	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

250 St. Francis Street, Mobile, AL 36602 — Property Address

0.53 Acres — Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i) — Present Zoning or Transect District

T-5(ii) — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 7/14/25

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date 7/14/25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Documentation of compliance with Approval Criteria
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
☐ Site Plan
☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
  - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ■ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown — Future Land Use Map (FLUM) Designation

T-5(ii) — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Field will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The Downtown District has sufficient infrastructure in place to suppot the proposed use.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____

   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- [x] Dated Photograph(s) of the posted sign(s)
- [x] The verified address list of surrounding property owners who were notified
- [ ] A sign-in sheet documenting meeting attendance
- [ ] Written summary or minutes of the meeting
- [ ] Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

City of Mobile • Planning &Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	251-223-6311	251-432-0001
Email:	ryan.patel@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL	11 N. Water St., Suite 24290, Mobile, AL 36602

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	1554 SunSt Road, Brentwood, TN 37207	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

250 St. Francis Street, Mobile, AL 36602 — Property Address

0.53 Acres — Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i) — Present Zoning or Transect District

T-5(ii) — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 7/14/25

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date 7/14/25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____

   _____

   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
  - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown
Future Land Use Map (FLUM) Designation

T-5(ii)
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Fleld will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.
   Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The Downtown District has sufficient infrastructure in place to suppot the proposed use.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____

   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: A & R Group Home 2

Address: 250 St. Francis Street, Mobile, AL 36602

Owner: Robert Biscan

Address: [redacted] Zip Code: 37207

Phone: _____ Fax: _____ Email: _____

Authorized Agent: [redacted]

Address: [redacted] Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

James F Watkins

Print

7/14/25

Date

Applicant Agent

Affiliation to project/Organization

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: A & R Group Home 2

Address: 250 St. Francis Street, Mobile, AL 36602

Owner: Robert Biscan

Address: 1554 Sunset Road, Brentwood, TN Zip Code: 37207

Phone: _____ Fax: _____ Email: _____

Authorized Agent: James F. Watkins, Maynard Nexsen PC

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

James F. Watkins

Print

7/14/25

Date

Applicant Agent

Affiliation to project/Organization

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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Outlook

RE: Ryan Patel, A&R Development Group, LLC (ZON-UDC-003414-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/14/2025 2:04 PM
To James F. Watkins <jwatkins@maynardnexsen.com>

Good afternoon,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.
   Note: To date, only dated photographs of the Neighborhood Meetings signs have been received.

2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,

Robert S. Biscan

[redacted]

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,

Robert S. Biscan
1554 Sunset Road
Brentwood, TN 37027

James F. Watkins
Direct 251.432.0023
E-mail jwatkins@maynardnexsen.com

MAYNARDNEXSEN

July 24, 2025

HAND DELIVERED

Mr. Logan Anderson
City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, Alabama 36602

Re: A & R Development Group, LLC
Neighborhood Meeting – July 21, 2025 - Documentation

Dear Mr. ~~Anderson~~ Logan:

Enclosed is a Neighborhood Meeting Cover Sheet with attached required documentation collected for the project and proposed re-zoning of the property at 250 St. Francis Street from T-5(i) to T5(ii).

If you have any questions concerning the above, please feel free to contact me.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosures

PLANNING AND ZONING
24 JUL 2025 PM12:12

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 7/24/25

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

_____

_____

Neighborhood Meeting Date: 7/21/25

Neighborhood Meeting Time: 5:00

Neighborhood Meeting Location: Ben May Public Library

_____

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

Applicant's Name: A & R Development Group, LLC / James F Watkins - Agent

(First Name & Last Name)

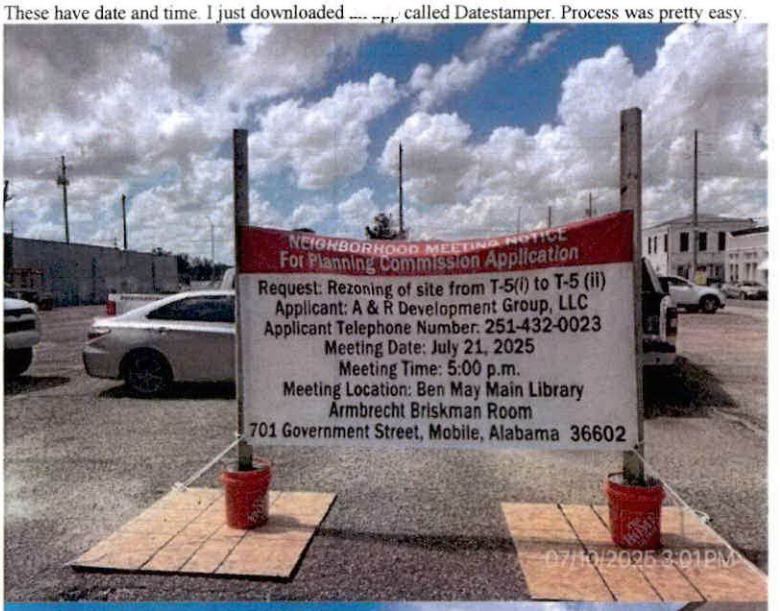
Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 7/24/25

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

To: "James F. Watkins" <jwatkins@M Nexsen.com>

These have date and time. I just downloaded ...., called Datestamper. Process was pretty easy.







BISCAN ROBERT S
1554 SUNSET RD
BRENTWOOD, TN 37027

PAGE & JONES INC
52 N JACKSON ST
MOBILE, AL 36602

LEE DEVELOPMENT LLC
PO BOX 2167
MOBILE, AL 36652

BBS INVESTMENTS LLC
PO BOX 1125
SARALAND, AL 36571

MCNEELY MARION BASIL & JEANNINE S MCNEELY
5519 RICHMOND RD
MOBILE, AL 36608

UNITED WAY OF SOUTHWEST ALABAMA INC
PO BOX 89
MOBILE, AL 36601

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

LEE DEVELOPMENT LLC AN ALABAMA LIMITED LIABILTIY C/O MR MICHAEL B LEE
52 N JACKSON ST
MOBILE, AL 36602

ADAMS SAMUEL RUSSELL C/O FIRST HORIZON BANK TRUST RE
4385 POPLAR AVE
MEMPHIS, TN 38117

L F I FORT PIERCE INC A FLORIDA CORPORATION
PO BOX 1380
LAKE WORTH, FL 33460

YAUPON LLC
PO BOX 3086
MOBILE, AL 36652

NAMAN DAVID JOHN & LEANNE COOKE
204 DAUPHIN ST
MOBILE, AL 36602

BWS-LD 2010 PROPERTIES, LP (51%), KIDCO, LLC (39%), B COMPANY, LLC (10%)
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

CAWTHON REAL ESTATE CORP C/O BIENVILLE SQUARE HOTEL LLC ATTN: MIKE COWART
4 OFFICE PARK CIR STE 304
MOUNTAIN BROOK, AL 35223

ALMA ASSOCIATES LLC
216 SAINT FRANCIS ST
MOBILE, AL 36602

PERRYMAN WILLIAM S III & KATHRYN S PERRYMAN
380 COUNTY ROAD 26
PINE APPLE, AL 36768

ANDERSON KEVIN S
51 N JACKSON ST
MOBILE, AL 36602

POINT LOGISTICS LLC
PO BOX 291
MOBILE, AL 36601

WGB PROPERTIES LLC
PO BOX 851013
MOBILE, AL 36685

ACE LAND LLC C/O G5 REALTY LLC
2850 W MAIN ST
MOBILE, AL 36612

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

GSA MOBILE LLC C/O NET LEASE CAPITAL ADVISORS LLC
10 TARA BLVD STE 501
NASHUA, NH 03062

LAFAYETTE LAND ACQUISITIONS LLC
157 N CONCEPTION ST
MOBILE, AL 36603

UNITED WAY OF SOUTHWEST ALABAMA INC
PO DRAWER 89
MOBILE, AL 36601

ANDERSON KEVIN SCOTT
51 JACKSON ST N
MOBILE, AL 36602

NEW LIFE UNITED METHODIST CHURCH OF MOBILE INC
1400 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

NAMAN DAVID J
350 E DURHAM DR
MOBILE, AL 36606

GREER ROBERT A, ROBERT A GREER JR & LESLIE E BUERGER IV
2850 W MAIN ST
MOBILE, AL 36612

ST LOUIS STREET LAND SE LLC, AN ALABAMA LIMITED LIABILITY CO
157 N CONCEPTION ST
MOBILE, AL 36603

KRUEGER MARGARET SHAYNE & NIKOLAUS JOHN KRUEGER
306 SAINT FRANCIS ST
MOBILE, AL 36602

BERBERICH SHERRY R & SCOTT A BERBERICH
PO BOX 1125
SARALAND, AL 36571

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

QUIMBY H WENDELL
PO BOX 6673
MOBILE, AL 36660

MONAHAN 250 LLC C/O MARY MARGARET MONAHAN
300 E DELWOOD DR
MOBILE, AL 36606

CAP AND COMPANY LLC
5908 SHENANDOAH RD S
MOBILE, AL 36608

MO-AL LLC
6 N JACKSON ST, STE C
MO-AL LLC
MOBILE, AL 36602

BUCHANAN HELEN HAYES, AS TRUSTEE OF THE WILLIAM G BUCHANAN RESIDUAL SHARE TRUST
350 CHARLESTON CT
MOBILE, AL 36608

SETTERSTROM MONICA N A 1/3 INT, MARY MARGARET MONAHAN A 1/3 INT & DAVID J NAMAN A 1/3 INT
207 DAUPHIN ST
MOBILE, AL 36602

THREE ZERO EIGHT LLC
308 SAINT MICHAEL ST
MOBILE, AL 36602

NAMAN DAVID J - UNDIV 1/4 INT, RANDY & MONICA NAMAN SETTERSTROM - UNDIV 1/4 INT,
207 DAUPHIN ST
MOBILE, AL 36602

NAMAN DAVID JOHN (UNDIV 1/3 INT RANDY & MONICA %MONICA SETTERSTROM
205 DAUPHIN ST
MOBILE, AL 36602

GONZALEZ LLC C/O SCOTT GONZALEZ
558 S BROAD ST
MOBILE, AL 36603

THREE ZERO EIGHT LLC
308 SAINT MICHAEL ST
MOBILE, AL 36602

BEASLEY ALLEN LLC
218 COMMERCE ST
MONTGOMERY, AL 36104

N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

Notice of Neighborhood Meeting

July 2, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that A & R Development Group, L.L.C., or its assigns, will be submitting to the Mobile City Planning Commission:

> Application for Zoning Change to rezone the property at 250 St. Francis Street, Mobile, Alabama 36602 from T-5.1 Mixed Use – Medium Intensity to T-5.2 – Mixed Use – Medium Intensity

The neighborhood Meeting will be held at the following time, date and location:

July 21, 2025
5:00 p.m
Ben May Main Library
Armbrecht Briskman Meeting Room
701 Government Street
Mobile, Alabama 36602

You are receiving this notice because your property is located within 300 feet of 250 St. Francis Street, Mobile, Alabama, in compliance with the notification requirements of Article 5 of the City of Mobile Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

James F. Watkins, as agent for applicant
Maynard Nexsen PC
11 North Water Street, Suite 24290
Mobile, Alabama 36602
(251) 432-0001
Jwatkins@maynardnexsen.com

Neighborhood Meeting

Date: July 21, 2025

Time: 5:00 p.m.

Location of Neighborhood Meeting: Ben May Main Library
701 Government Street, Mobile, AL 36602

Project Location: 250 St. Francis Street, Mobile, AL

Project/Application (e.g. Rezoning from R-1 to B-1):
Re-zoning - T5(i) to T(5)(:i)

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 7/24/25

Please Sign In:

Name: James F. Watkins Email: jwatkins@maynardnexsen.com
Address: 11 N. Water St. Suite 24290 Mobile, AL 36602 Phone: 251-432-0001

Name: Zach Hoyt Email: zach@anrgroup.com
Address: 1585 Gulf Shores Pkwy Gulf Shores, AL 36542 Phone: 251-979-5763

Name: ROBERT ADAIR Email: _____
Address: 300 DAUPHIN ST MOBILE AL 36602 Phone: 251-776-8538

Name: BAY HALPERN Email: _____
Address: 351 Conti St., Apt. 3M Phone: 615-278-0091

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: JOAN HOFFMAN Email: —

Address: 13 N. JULIA ST. Phone: 251-776-3874

Name: Mya Falgout Email: WKRG

Address: _____ Phone: _____

Name: Lucy Cope Email: LucyCope6@gmail.com

Address: 3080 St Louis Phone: 251-480-3803

Name: Lee Weissinger Email: LeeWeissinger@gmail.com

Address: 254 N Jackson St Mobile Phone: 617 423 0882

Name: COLIN CAMPER Email: _____

Address: 1104 OLD SHELL RD Phone: 872-257-4500

Name: David Cagle Email: david@mydowntownchurch.com

Address: 251 St. Francis St. Phone: 251-447-4407

Name: Martin Cunningham Email: Martin.Cunningham@DJ

Address: 705 ST. LOUIS ST. Phone: 251 610-1006 bowers5.com

Name: DICK BUCHANAN Email: dick@Buchananlumber.com

Address: P.O. BOX 2105; MOBILE, AL 36601 Phone: 251-349-2245

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: Jeremy Millirg Email: jeremy@millingre.com

Address: 220 St. Michael Street. Phone: (251) 421-0919

Name: Margo Aldenton Email: firehousewinebar@yahoo.com

Address: 216 Saint Francis Phone: 917-684-0330

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: July 21, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Ben May Library - Mobile
701 Government Street, Mobile 36602

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The applicant is requesting to re-zone property at 250 St. Francis Street from T-5(i) to T-5(i) in order to build a 5 story, 132 +/- room branded hotel.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

A site plan and floor design were provided on both a large format and handout version. Scale renderings and ~~aerial~~ aerial view renderings were also provided.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

Please see attached summary.

Neighborhood Meeting Summary

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application:** _____

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:30 p.m.

Applicant's signature attesting to the accuracy of this summary:

X _____ Date: 7/24/25

Neighborhood Meeting

July 21, 2025

A & R Development Group, LLC

The meeting was called to order at 5:00 pm on Monday July 21, 2025. James Watkins, attorney for the applicant, introduced the project and the proposal for re-zoning the property at 250 St. Francis Street from T-5(i) to T-5(ii). The need for the re-zoning was to allow a greater building height and a larger room count in the proposed hotel. Copies of the site plan and the scaling renderings were placed around the room for attendees to view. Mr. Watkins referred to the elevations and reminded the attendees that the re-zoning was not site plan specific, but the exhibits were being provided to give people an indication of what a hotel on the site might look like.

Mr. Watkins introduced Zach Hoyt, the President of A & R Development Group, LLC, the developer of the project, who discussed his company's history in Mobile and other hotel properties they owned and operated in Mobile and Baldwin Counties. He described the project including the height, floor and room count, and timeline for development. He indicated that the expectation was that the building would be 73,000 +/- square feet in size, would have 5 floors and approximately 132 rooms. He expected to commence construction in the second quarter of 2026 and be complete in the fourth quarter of 2027, and 18 month construction timeline. After his presentation he opened the floor for questions.

Attendees asked questions (answers were by both Mr. Hoyt and Mr. Watkins):

Q. Is the site in a historic district.

A. The site is in the DDD but not in a historic district. That answer was corrected as the site is a historic district.

Q. Are the renderings what will be built? Comments were made that the drawings were "ugly" and "really obnoxious". "The building looks like something you would see on the side of the highway, not downtown Mobile".

A. The renderings are to reflect scale of the building. No formal design drawings have been commissioned yet. Developer wanted to get entitlements in place before they engaged the architects. Ultimately the building design would have to meet the

Downtown Development District requirements and any other codes or ordinances governing the site.

Q. Why are you coming into downtown Mobile? What are the economics?

A. The proposed Home2 Suites brand is an extended stay format. Downtown Mobile has several hotel offerings but not much in the extended stay category. Additionally, with the new civic center and the move of the airport to Brookley, the return of the cruise ship and AmTrack service, the developer believes there will be an increase in hotel demand in the area.

Q. A St. Francis Street resident asked about stormwater given some street flooding in the area. They also asked about whether the building would be on a slab or if pilings would be required.

A. The site will be developed in accordance with the City Storm Water Ordinance. The engineering plans on drainage and whether a slab or piles would be used had not been determined at this stage.

Q. How would the hotel handle parking? There did not appear from the plans to be a lot of on-site parking.

A. The developer group has secured a long term lease for an adjacent parking lot to allow for hotel guests to have nearby parking.

Q. Would developer employ semi-permeable surfacing to reduce stormwater from parking lots?

A. Developer was not sure what surfacing would be but would be willing to consider that if a viable option.

Q. Will there be any commercial uses as a part of the building? Bar, restaurants, shops?

A. There will be no non-hotel guest amenities built into this facility.

Q. The pastor from the church across St. Francis asked about the construction schedule and whether any streets would be closed and, if so, for how long.

A. The project is expected to be 18 months of construction. At this time the developer was not aware as to whether any streets would be required to be closed.

Q. What was the landscaping plan for the site?

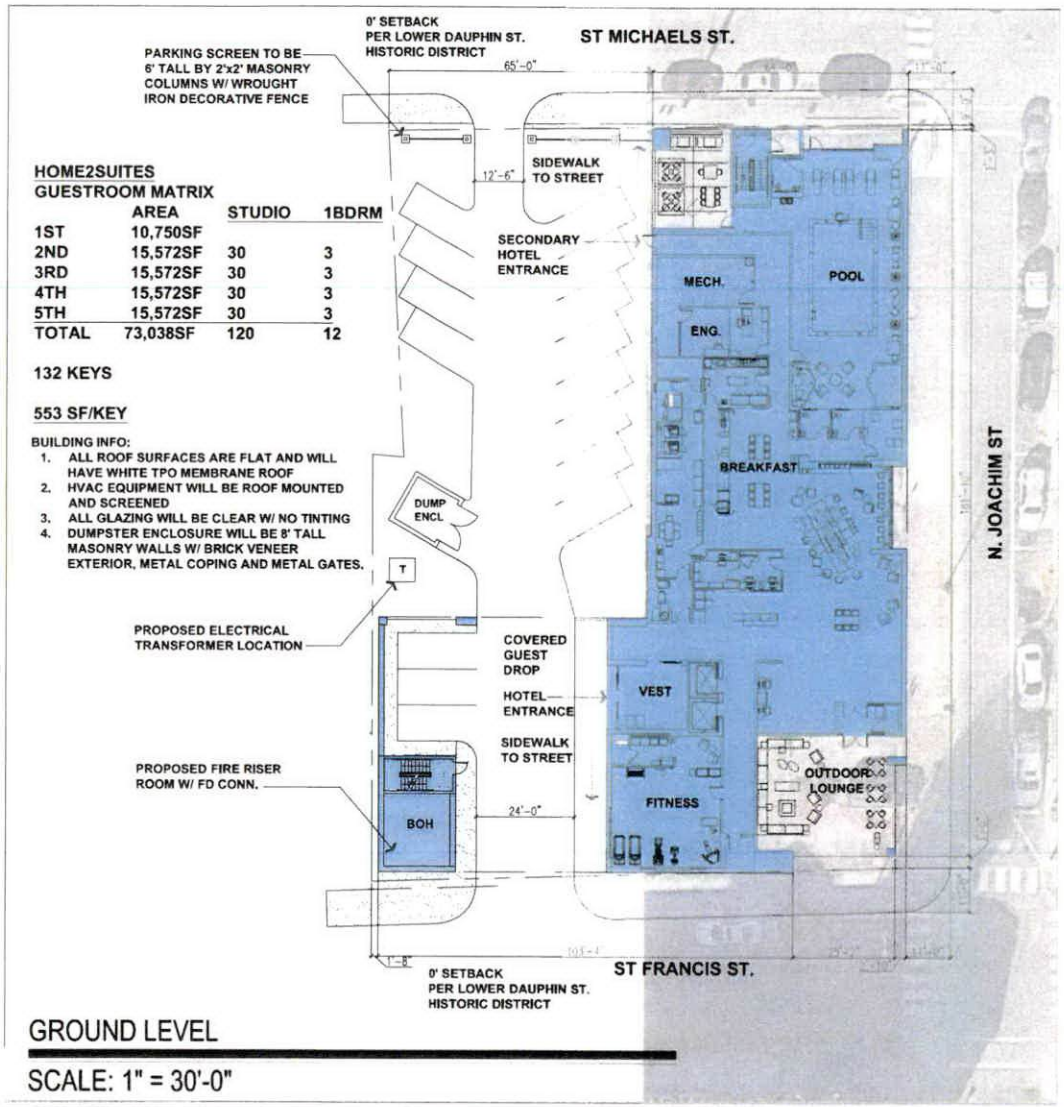
A. No landscape plan was completed yet. The site would comply with the ordinance.

Q. Would the operator of the hotel offer memberships for neighbors to use the pool at the hotel like the Battle House?

A. No.

At the end of the question and answer period there were several additional comments about the architecture of the building and things that could be done to make it feel more like a part of downtown. Attendees pointed to the Hilton Garden Inn and the Hampton Inn as examples of incorporating architectural elements that made those buildings a better fit in the downtown area. The developer took note of those comments.

The meeting was closed at 6:30.



HOME2SUITES
GUESTROOM MATRIX

	AREA	STUDIO	1BDRM
1ST	10,750SF		
2ND	15,572SF	30	3
3RD	15,572SF	30	3
4TH	15,572SF	30	3
5TH	15,572SF	30	3
TOTAL	73,038SF	120	12

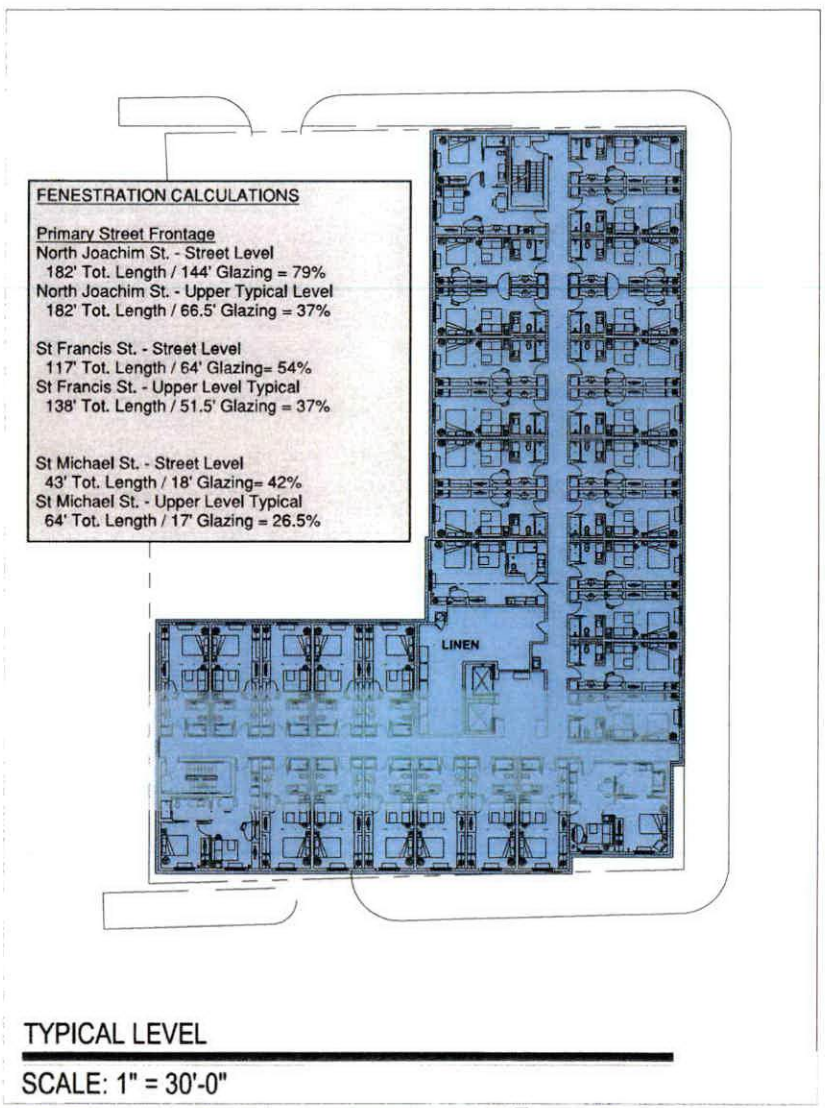
132 KEYS

553 SF/KEY

BUILDING INFO:
1. ALL ROOF SURFACES ARE FLAT AND WILL HAVE WHITE TPO MEMBRANE ROOF
2. HVAC EQUIPMENT WILL BE ROOF MOUNTED AND SCREENED
3. ALL GLAZING WILL BE CLEAR W/ NO TINTING
4. DUMPSTER ENCLOSURE WILL BE 8' TALL MASONRY WALLS W/ BRICK VENEER EXTERIOR, METAL COPING AND METAL GATES.

GROUND LEVEL

SCALE: 1" = 30'-0"



TYPICAL LEVEL

SCALE: 1" = 30'-0"

RIVERMONTARYLAND DEVELOPMENT GROUP

HOME2SUITES

Mobile Alabama

10 May 2024

BCA-STUDIOS ARCHITECTS
GAINESVILLE | ATLANTA



RDG
RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE / ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA


Google Earth


E.O. WILSON
Google Earth


Google Earth

Google Earth

BISCAN ROBERT S
1554 SUNSET RD
BRENTWOOD, TN 37027

PAGE & JONES INC
52 N JACKSON ST
MOBILE, AL 36602

LEE DEVELOPMENT LLC
PO BOX 2167
MOBILE, AL 36652

BBS INVESTMENTS LLC
PO BOX 1125
SARALAND, AL 36571

MCNEELY MARION BASIL & JEANNINE S MCNEELY
5519 RICHMOND RD
MOBILE, AL 36608

UNITED WAY OF SOUTHWEST ALABAMA INC
PO BOX 89
MOBILE, AL 36601

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

LEE DEVELOPMENT LLC AN ALABAMA LIMITED LIABILTIY C/O MR MICHAEL B LEE
52 N JACKSON ST
MOBILE, AL 36602

ADAMS SAMUEL RUSSELL C/O FIRST HORIZON BANK TRUST RE
4385 POPLAR AVE
MEMPHIS, TN 38117

L F I FORT PIERCE INC A FLORIDA CORPORATION
PO BOX 1380
LAKE WORTH, FL 33460

YAUPON LLC
PO BOX 3086
MOBILE, AL 36652

NAMAN DAVID JOHN & LEANNE COOKE
204 DAUPHIN ST
MOBILE, AL 36602

BWS-LD 2010 PROPERTIES, LP (51%), KIDCO, LLC (39%), B COMPANY, LLC (10%)
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

CAWTHON REAL ESTATE CORP C/O BIENVILLE SQUARE HOTEL LLC ATTN: MIKE COWART
4 OFFICE PARK CIR STE 304
MOUNTAIN BROOK, AL 35223

ALMA ASSOCIATES LLC
216 SAINT FRANCIS ST
MOBILE, AL 36602

PERRYMAN WILLIAM S III & KATHRYN S PERRYMAN
380 COUNTY ROAD 26
PINE APPLE, AL 36768

ANDERSON KEVIN S
51 N JACKSON ST
MOBILE, AL 36602

POINT LOGISTICS LLC
PO BOX 291
MOBILE, AL 36601

WGB PROPERTIES LLC
PO BOX 851013
MOBILE, AL 36685

ACE LAND LLC C/O G5 REALTY LLC
2850 W MAIN ST
MOBILE, AL 36612

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

GSA MOBILE LLC C/O NET LEASE CAPITAL ADVISORS LLC
10 TARA BLVD STE 501
NASHUA, NH 03062

LAFAYETTE LAND ACQUISITIONS LLC
157 N CONCEPTION ST
MOBILE, AL 36603

UNITED WAY OF SOUTHWEST ALABAMA INC
PO DRAWER 89
MOBILE, AL 36601

ANDERSON KEVIN SCOTT
51 JACKSON ST N
MOBILE, AL 36602

NEW LIFE UNITED METHODIST CHURCH OF MOBILE INC
1400 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

NAMAN DAVID J
350 E DURHAM DR
MOBILE, AL 36606

GREER ROBERT A, ROBERT A GREER JR & LESLIE E BUERGER IV
2850 W MAIN ST
MOBILE, AL 36612

ST LOUIS STREET LAND SE LLC, AN ALABAMA LIMITED LIABILITY CO
157 N CONCEPTION ST
MOBILE, AL 36603

KRUEGER MARGARET SHAYNE & NIKOLAUS JOHN KRUEGER
306 SAINT FRANCIS ST
MOBILE, AL 36602

BERBERICH SHERRY R & SCOTT A BERBERICH
PO BOX 1125
SARALAND, AL 36571

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

QUIMBY H WENDELL
PO BOX 6673
MOBILE, AL 36660

MONAHAN 250 LLC C/O MARY MARGARET MONAHAN
300 E DELWOOD DR
MOBILE, AL 36606

CAP AND COMPANY LLC
5908 SHENANDOAH RD S
MOBILE, AL 36608

MO-AL LLC
6 N JACKSON ST, STE C
MO-AL LLC
MOBILE, AL 36602

BUCHANAN HELEN HAYES, AS TRUSTEE OF THE WILLIAM G BUCHANAN RESIDUAL SHARE TRUST
350 CHARLESTON CT
MOBILE, AL 36608

SETTERSTROM MONICA N A 1/3 INT, MARY MARGARET MONAHAN A 1/3 INT & DAVID J NAMAN A 1/3 INT
207 DAUPHIN ST
MOBILE, AL 36602

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218 COMMERCE ST
MONTGOMERY, AL 36104

James F. Watkins
Maynard Nexsen PC
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, AL 36542

Agenda Item # 8

ZON-UDC-003414-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
250 Saint Francis Street

Applicant / Agent:
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

Property Owner:
Robert Biscan

Current Zoning:
T-5.1 Sub-District of the Downtown Development District

Proposed Zoning:
T-5.2 Sub-District of the Downtown Development District

Future Land Use:
Downtown

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Amendment to the the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2

  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

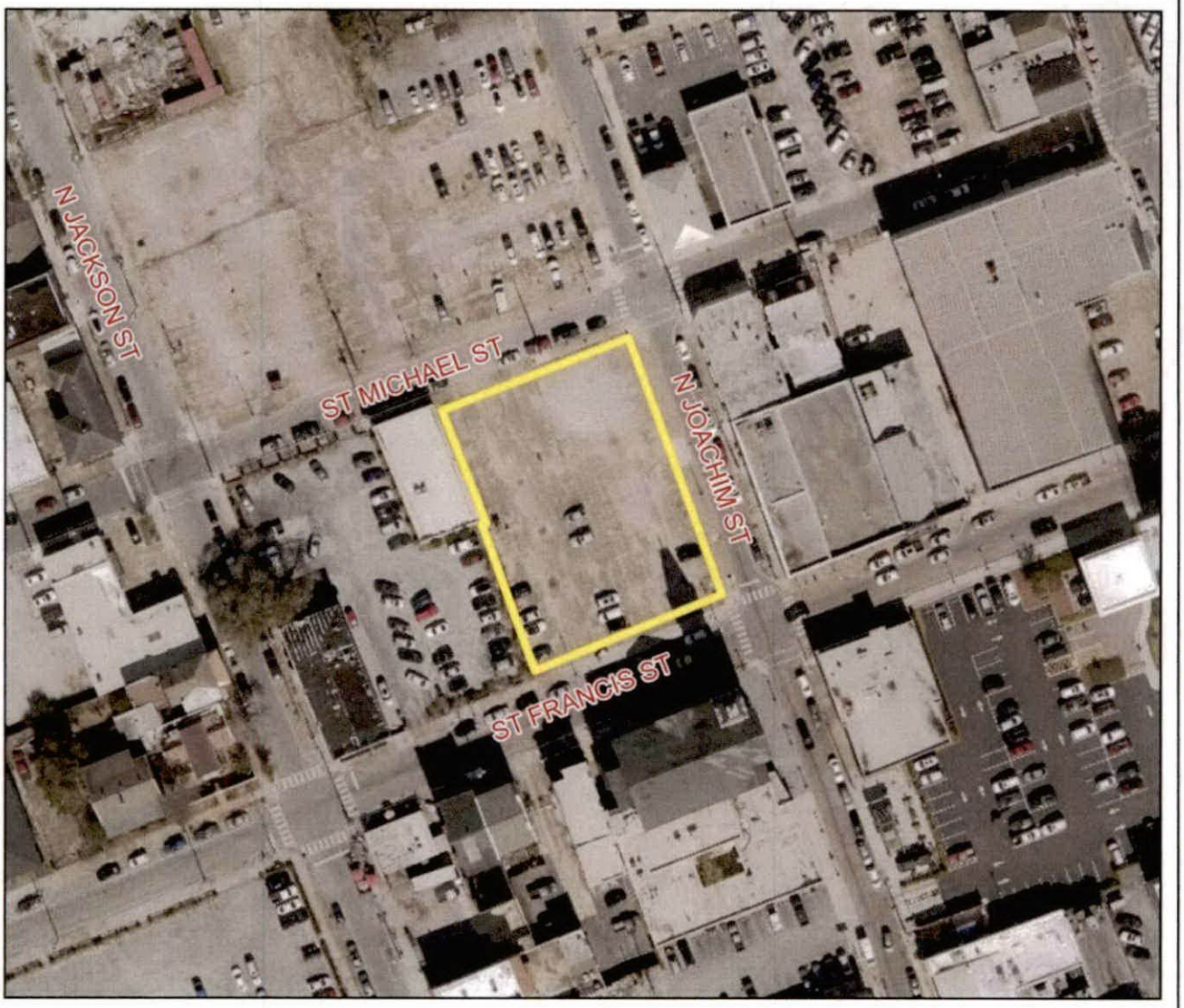
Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

N

NTS

SITE HISTORY

In March 2008, the site was before the Planning Commission for a one-lot Subdivision, Condominium Subdivision, which was recorded in Probate Court.

In January 2014, the City Council rezoned the site from B-4 to T-5.1, with the adoption of the Downtown Development District.

There have been no other cases for the site before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Appendix A, Section 9.C of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant is requesting an amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the West that are currently zoned T-5.1 and used as an office and a parking lot. To the North, across St. Michael Street is a T-5.1 property developed as a parking lot. To the South, across St. Francis Street, are a church and an office, both zoned T-5.1. Properties to the East, across North Joachim Street, are zoned T-5.2 and are occupied by offices.

The site plan submitted with the rezoning application has been submitted to the Consolidated Review Committee (CRC) for review, and has been found to have several aspects that either needed additional information provided, needed to be revised to comply, or required a variance to be granted by the Board of Zoning Adjustment.

It should be noted that the site is located in the Lower Dauphin Street Historic District, therefore any development will require a Certificate of Approval from the Architectural Review Board (ARB).

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Downtown Development District (DDD) regulations state in Appendix A, Section 4.E.1. the following criteria for adjustments to the transect sub-district, including:

(a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.
(b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.
(c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

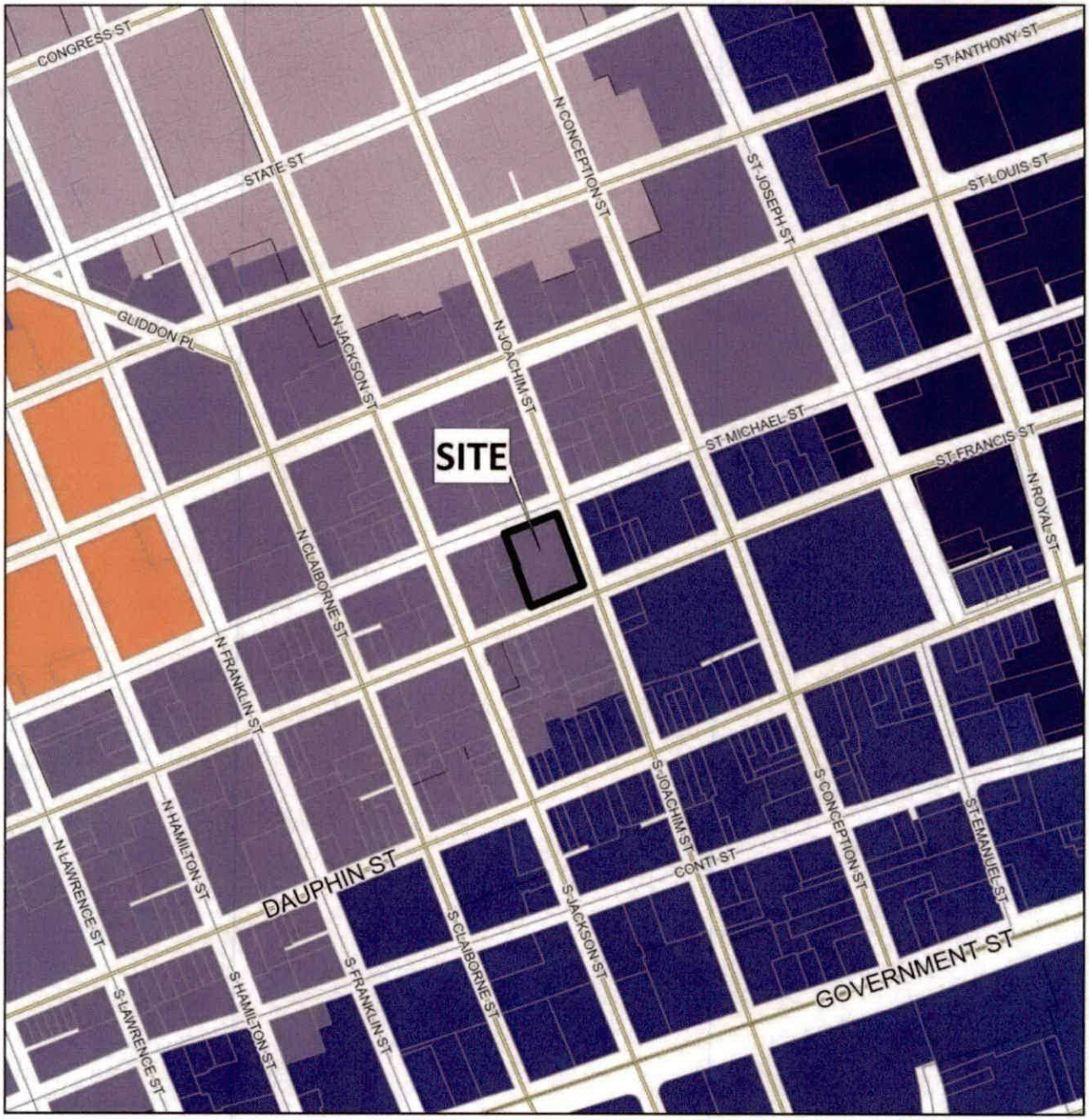
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to T-5.2, the following condition should apply:

1. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE August 21, 2025

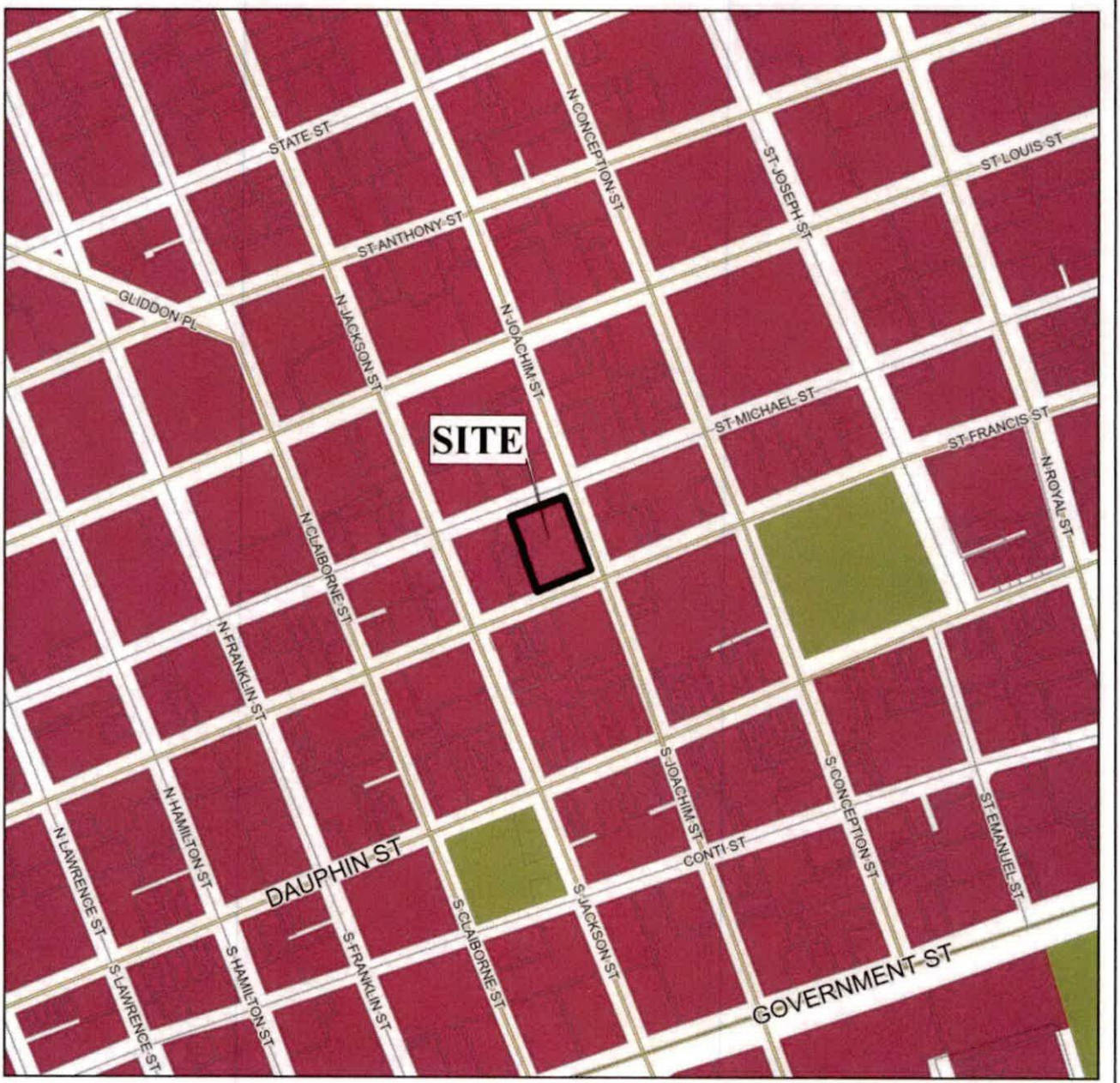
APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

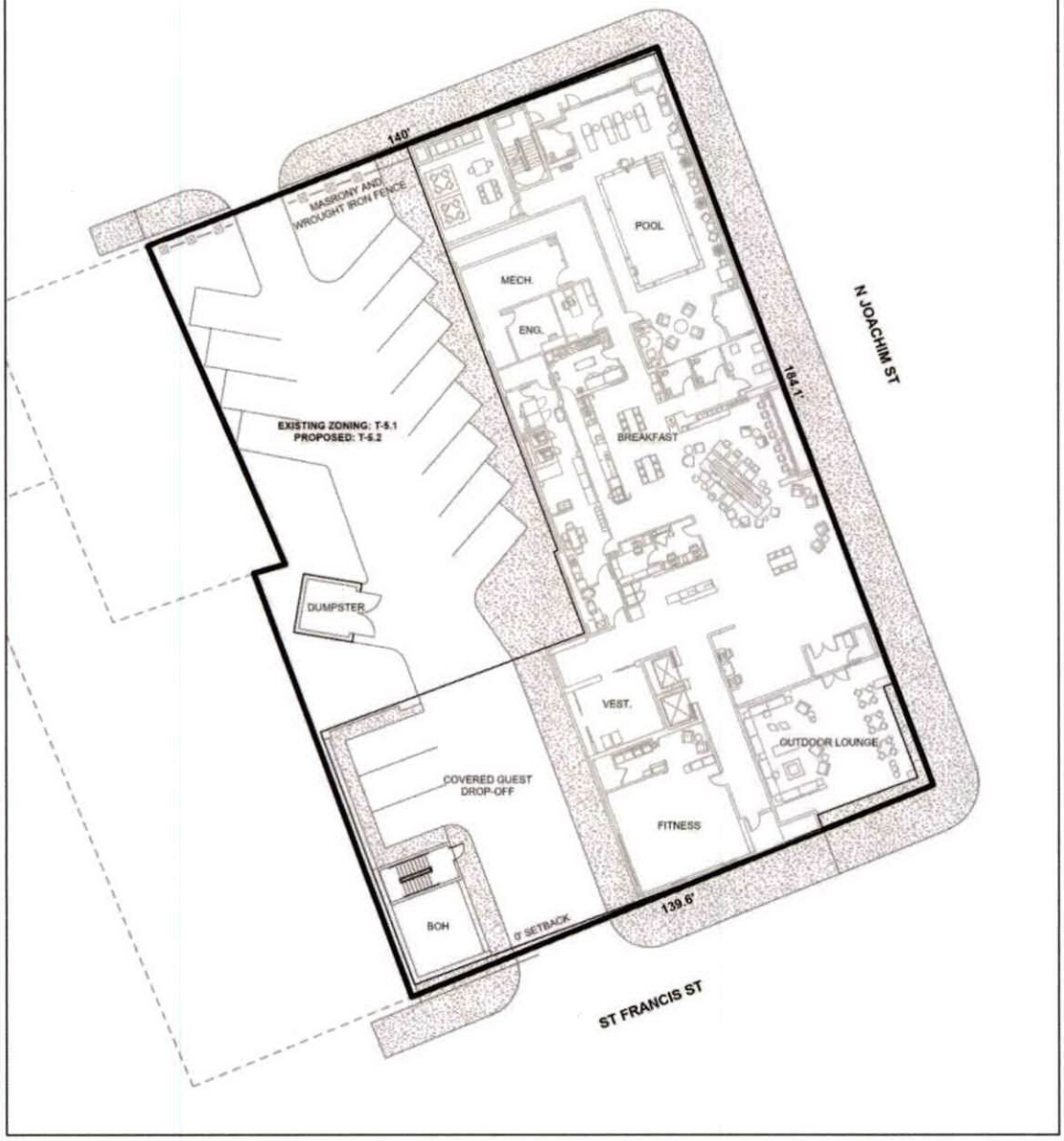
REQUEST Rezoning from T-5.1 to T-5.2

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2	
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6	
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1		

N

NTS

SITE PLAN



The site plan illustrates proposed buildings, drives, setback and parking.

APPLICATION NUMBER 8 DATE August 21, 2025	N NTS
APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)	
REQUEST Rezoning from T-5.1 to T-5.2	

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by : Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the property at 165 South Dearborn Street hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to Timothy Finnigan for the amount of $16,900 to be returned to the Community Development Block Grant as Program Income:

165 South Dearborn Street

LOT 4 WEST CHURCH STREET COMMUNITY DEV UNIT 1 MAP 19 BLK 350 MBK 35/2 #SEC 40 T4S R1W #MP29 06 40 0 010

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Purchase Agreement when prepared for the property shown above.

SECTION THREE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are by reference made a part of this ordinance as fully as if set forth herein, and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

Lisa C. Lambert, City Clerk

AN ORDINANCE DONATING CERTAIN CITY PROPERTY TO THE CITY'S AFFORDABLE HOUSING PROGRAM AND AUTHORIZING OPTION TO LEASE THEREOF

Sponsored by : Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the eastern portion of property located at 1050 Baltimore Street hereinafter described is made available for donation and made available as program matching resources to the affordable housing program administered by the City of Mobile and that it is in the best interest of the City of Mobile and in the public interest that said property be leased to Taylor Landing, Ltd. for the purpose of an affordable housing Project:

Property Description

A portion of that certain property starting at the southeastern corner of 1050 Baltimore Street 300 feet wide and extending 723.20 feet deep, running within parallel lines on both opposite sides to form a polygon, including any potential future vacation of right of way on the east side.

Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description

Beginning at the Northeast Intersection of Baltimore Street and Oaklawn Drive in the City of Mobile, Alabama; Thence North 08°10'40" East along the East Right of Way line of Oaklawn Drive 723.20 Feet to a point on the North Right of Way Line of Kentucky Street; Thence North 81°49'20" West along the North Right of Way line of Kentucky Street and the Westward Extension thereof 350.00 Feet to a point; Thence South 08°10'40" West 723.20 Feet to a point on the North Right of Way Line of Baltimore Street; Thence South 81°49'20" East along the North Right of Way line of Baltimore Street 350.00 Feet to the point of beginning.

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Option to Lease when prepared for the property shown above.

SECTION THREE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Ground Lease when prepared for the property shown above.

SECTION FOUR: Said Option to Lease and Ground Lease are by reference made a part of this ordinance as fully as if set forth herein, and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Developer Agreement and any required Security Documents to secure such Agreement requirement when prepared for the property shown above.

SECTION SIX: The division of this property being consistent with Attorney General Opinion 1983-0327, with no intent that the remainder of the property is considered for sale and development.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

Lisa C. Lambert, City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Lewis Golden is re-appointed to the Board of Adjustment effective immediately for a term ending October 14, 2028.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Crystal Taylor is appointed to the History Museum of Mobile Board effective immediately for a term ending October 14, 2028.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $**670.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42080 to the **City of Mobile Parks & Recreation, James Seals Center** and will be used **to assit with the upcoming Harvest Giveaway.**

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II License
Submitted by:	Jay Siyaram 2024, Inc.
Location:	QuickPick Package Store 2311 Saint Stephens Road Suite B Mobile, AL 36617

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2025	NEW APPLICATION	2025 - 5739	132070	1	October 14, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name
JAY SIYARAM 2024 INC

Trade Name (DBA)
QUICKPICK PACKAGE STORE

Location Address
2311 SAINT STEPHENS RD SUITE B

City, State, Zip Code
MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Location Address
2311 SAINT STEPHENS RD SUITE B

City, State, Zip Code
MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2025	NEW APPLICATION	2025 - 5739	132070	1	July 22, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

JAY SIYARAM 2024 INC

Trade Name (DBA)

QUICKPICK PACKAGE STORE

Location Address

2311 SAINT STEPHENS RD SUITE B

City, State, Zip Code

MOBILE AL 36617

Contact Person Information				
Name	Title	POA	Phone	Email
PINAL PATEL	OWNER			QUICKPICK2311@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2025	NEW APPLICATION	2025 - 5739	132070	1	July 22, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	

Business Information

Legal Business Name	Trade Name (DBA)
JAY SIYARAM 2024 INC	QUICKPICK PACKAGE STORE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	02/12/2024	001-120-887	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
99-1296367	RO12022520		

Physical Address (Street Address, Suite #)	City	State	Zip Code
2311 SAINT STEPHENS RD SUITE B	MOBILE	AL	36617

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2311 SAINT STEPHENS RD SUITE B	MOBILE	AL	36617

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
PINAL PATEL	OWNER		[illegible]	QUICKPICK2311@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
NASIM SAHORI SAHORI PROPERTIES LLC	[illegible]	SAHORI69@COMCAST.NET

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[illegible]			[illegible]

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
524	0	NO	NO	SINGLE STRUCTURE	OTHER

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	YES

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PINAL PATEL	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	JAYHANUMAN 2024 LLC	FIRST STOP	1275 SPRING HILL AVENUE MOBILE AL 36604

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RP The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

RP The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

RP The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

RP The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

RP Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

RP In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RP Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
[signature]	7-8-25
Owner/Applicant/POA Signature	Title of Person Signing this Application
[signature]	OWNER

Sworn to and subscribed before me this 8th day of July 2024

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	[signature]	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

July 8, 2025

QUICKPICK PACKAGE STORE

2311 ST STEPHENS ROAD

MOBILE, AL 36617 USA

ACCOUNT NUMBER: 132070

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2097310	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

JAY SIYARAM 2024 INC

dba QUICKPICK PACKAGE STORE

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and

for the premises located at

2311 SAINT STEPHENS RD SUITE B , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on July 22, 2025 for application number 2025 - 5739

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Harris

Revenue Department Representative

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250702114226981

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

Type License: 990 - TOBACCO ONLY **State:** $150.00 **County:** $0.00

Trade Name: QUICKPICK PACKAGE STORE **Filing Fee:** $100.00

Applicant: JAY SIYARAM 2024 INC **Transfer Fee:**

Location Address: 2311 SAINT STEPHENS RD STE B MOBILE, AL 36617

Mailing Address: 2311 SAINT STEPHENS RD STE B MOBILE, AL 36617

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-120-887

Do you sell Draft Beer?:

Date Incorporated: 02/12/2024 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 2/12/2024

Federal Tax ID: 99-1296367 **Alabama State Sales Tax ID:** R012022520

Name:	Title:	Date and Place of Birth:	Residence Address:
PINAL PATEL	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PINAL PATEL
Business Phone:
Fax:

Home Phon
Cell Phone
E-mail: QUICKPICK2311@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250702114226981

Initial each	Signature page
PP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
PP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
PP	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
PP	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
PP	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
PP	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): PINAL Patel

Signature of Applicant:

Notary Name (print):

Notary Signature:

TYLER SMITH
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires Aug. 24, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250702114226981

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SAHORI PROPERTIES LLC 251-583-9999
What is lessors primary business? REAL ESTATE GAS STATIONS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? YES
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 524 Display Square Footage: 524
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250702114226981

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: SPRINGHILL FVE POINTS DISCOUNT PACKAGE AND TOBACCO
License Covers: 2311 SAINT STEPHENS RD STE B

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

JAY HANUMAN 2024 LLC

This name reservation is for the exclusive use of PINAL PATEL, 1275 SPRINGHILL AVE, MOBILE, AL 36604 for a period of one year beginning April 16, 2024 and expiring April 16, 2025

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

April 16, 2024

Date

Wes Allen **Secretary of State**

RES151753

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. **The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:**

   JAY HANUMAN 2024 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. **The name of the registered agent (only one agent):** PINAL PATEL

   Street (no PO Boxes) address of registered office (must be located in Alabama): _____

   _____

   ***COUNTY of above address:** MOBILE

   Mailing address in Alabama of registered office (if different from street address): _____

   _____

4. **The undersigned certify that there is at least one member of the limited liability company.**

(For SOS Office Use Only)

Alabama
Sec. Of State

001-131-637 DLL

Date	04/16/2024
Time	16:27:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 16 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 4 : 27 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 16 / 2024
Date (MM/DD/YYYY)

PINAL PATEL
Signature as required by 10A-5A-2.04

PRESIDENT
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-16-2024

Employer Identification Number:
99-2529176

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

JAY HANUMAN 2024 LLC
FIRST STOP
% PINAL PATEL SOLE MBR
1275 SPRINGHILL AVE
MOBILE, AL 36604

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-2529176. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

JAY HANUMAN 2024 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012189674	07/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1275 SPRING HILL AVE STE A&C MOBILE AL 36604-2734
1275 SPRING HILL AVE STE B MOBILE AL 36604-2735

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

GAS STATION & PACKAGE STORE

Ownership Type	Company Name

The above described property is ☐ Owned, ☑ Leased to/by JAYSHARAM 2024 INC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 3rd day of July 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
David Hernandez		11-19-2028

Notary Stamp

NOTARY PUBLIC
David Hernandez
Exp. 11/19/2028
ID No.135177047
STATE OF TEXAS

Owner of Property (Print Name)	Applicant Name (Print Name)
NASSIM M. SAHORS	PINAL Patel
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
07/03/25	7-3-25

AMENDMENT #1
TO
FUEL STATION LEASE AGREEMENT

This Amendment #1 ("Amendment") is made to that certain Fuel Station Lease Agreement ("Lease") which was made effective April 9, 2024, by and between Sahori Properties, LLC ("Lessor") and Jay Siyaram 2024, Inc., DBA Quick Pick ("Lessee"), to effectuate the following changes:

WHEREAS, pursuant to Article 5(a) of the Lease, Lessor acknowledged that Lessee may choose to add a liquor store within the Premises which would be a Permitted Use under the Lease; and

WHEREAS, Lessee wishes to exercise its right to add a liquor store to the Premises which requires the modification of the Premises to add a separate "suite" for the liquor store operations; and

WHEREAS, Lessee acknowledges that it is solely responsible for all costs of construction to create the separate space; and

WHEREAS, the Lease needs to be amended to reflect the separate spaces to allow Lessee to satisfy the requirements of the ABC Board.

NOW WHEREFORE, the Lease is hereby amended to replace Exhibit A thereto with the attached Exhibit A. Except as herein amended, the terms and conditions of the Lease shall remain in full force and effect as written.

Executed this the 29 day of May, 2025.

LESSEE:

JAY SIYRAM 2024 Inc.,
d/b/a Quick Pick

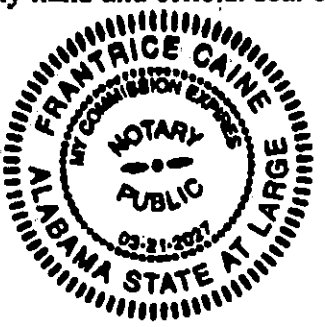
By: _____
Pinal Patel
Its: Owner

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of May, 2025, within my jurisdiction, the within named **Pinal Patel**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of **Siyaram 2024, INC** upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal on this the 29th day of May, 2025.



NOTARY PUBLIC
My Commission Expires: 03/21/2027

[SEAL]

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LESSOR:

Sahori Properties, LLC

By: _____
Name: Nassim Sahori
Title: Authorized Member

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of May, 2025, within my jurisdiction, the within named **Nassim Sahori**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of **Sahori Properties, LLC** upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal on this the 29 day of May, 2025.

_____
NOTARY PUBLIC
My Commission Expires: Feb. 21, 2029

[SEAL]

PAMELA P. BROWN NOTARY PUBLIC Comm. Expires Feb. 21, 2029 ALABAMA STATE AT LARGE

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Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-157666-2025
Issue Date: 07/08/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022902440023250.	2311 St Stephens Rd	

Business Name	Issued To	Zoning Districts
QUICKPICK PACKAGE STORE	Name: PINAL PATEL Company: QUICKPICK PACKAGE STORE Address: 2311 St Stephens Rd STE B MOBILE, AL 36617 Phone:	B-3

This Zoning Classification Allows the property to be used for:
PACKAGE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer License?	Description/Type
Sole Proprietorship	✓ New Business	✓ No Yes	Convenience/Grocery Store
Limited Liability Company (LLC)	New Owner	Relocation Date	Hotel Lounge/Bar
✓ Corporation	Location Change		✓ Package Store Restaurant
			Other

License Type Applied for with ALABC Board (MUST match with ABC Board) - check ALL that apply

010 - Lounge Retail Liquor (Class I) ✓ 011 - Lounge Retail Liquor (Class II) - Package Store 020 - Restaurant Retail Liquor

040 - Retail Beer (On/Off Premises) 050 - Retail Beer (Off Premises Only) 060 Retail Table Wine (On/Off Premises)

070 - Retail Wine (Off Premises Only) 090 - Wholesale - Beer 100 - Wholesale - Wine 110 - Wholesale - Beer & Wine

140 - Special Events Retail 160 - Special Events - More than 30 Days 200 Manufacturer 220 BrewPub

Legal Business Name	Trade Name (DBA)
JAY SWAMI 2024 INC	QUICK PICK PACKAGE STORE

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2311 SAINT STEPHENS ROAD STE B	MOBILE	AL	36617

Business Contact Person Information

Name	Title	Phone	Email
PIYAL PATEL	OWNER		VICKPICK2311@gmail.c

URBAN DEVELOPMENT DEPARTMENT USE ONLY

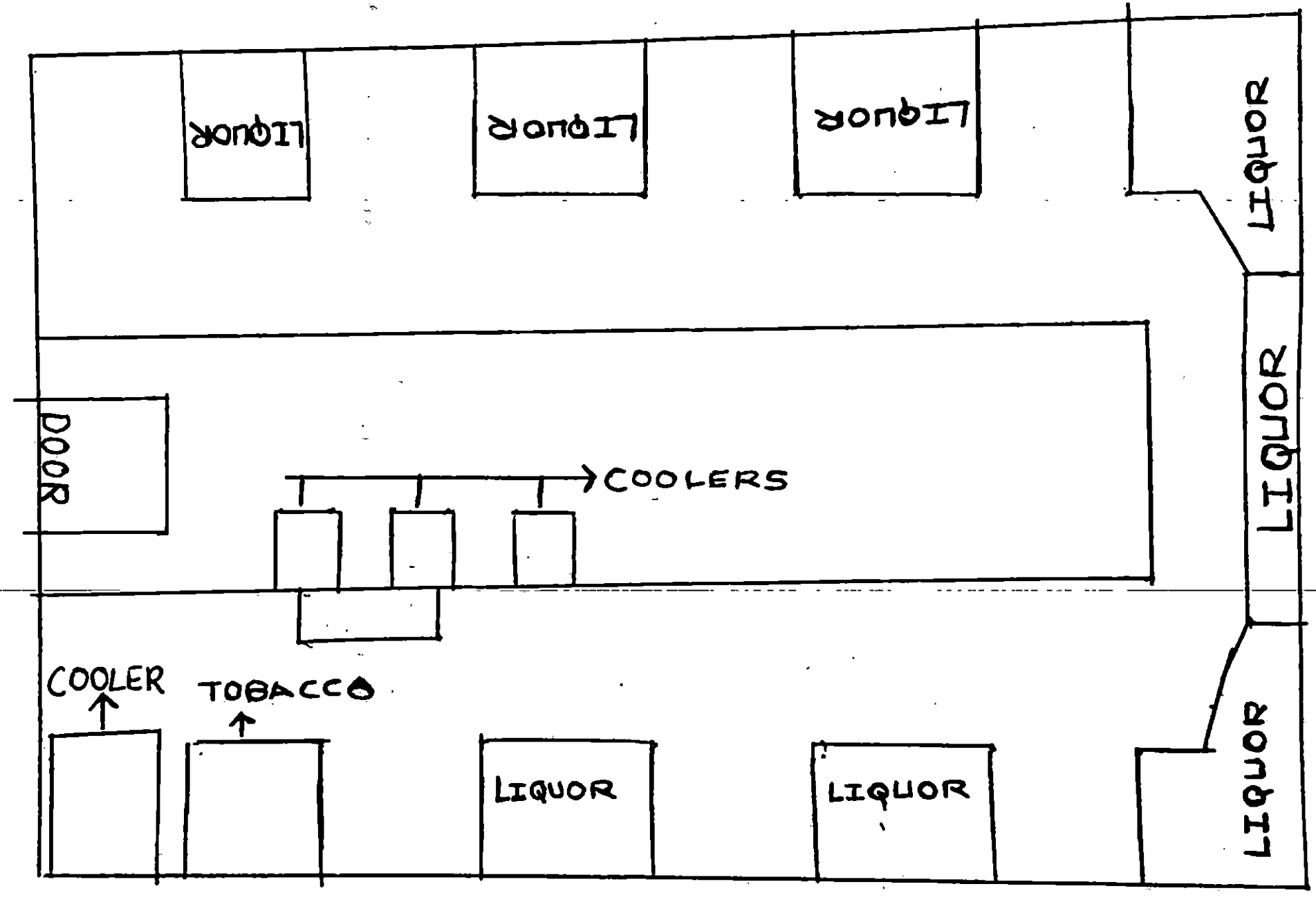
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
524	7	2	✓	B-3	✓

Comments

EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	7-9-2025

Parking
CANOPY
Parking
1-2
3-4
5-6
7-8
QUICKPICK
PACKAGE
STORE
QUICKPICK


LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
DOOR
COOLERS
COOLER
TOBACCO
LIQUOR
LIQUOR
LIQUOR

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **610 PETIT AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.1, 3, 4, 5, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **610 PETIT AVENUE** described as:

LOT 15 BLK 4 OF RESUB OF RESUBDIV OF 1ST UNIT OF GULF HGTS MBK 5 P 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 095

Last Assessed to: FIGURES INVESTMENT INC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 6, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **610 PETIT AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **FIGURES INVESTMENT INC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 027 095
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 15 BLK 4 OF RESUB OF RESUBDIV OF 1ST UNIT OF GULF HGTS MBK 5 P 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

610 PETIT AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	05/08/2025	Comments	

Property Score			
Score	62	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 5-19-25

Votes 3 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/12/2025

Property Address: 610 Petit Avenue **District No:** 1

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


610
OCT 05 2025


610
NOTICE
OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


610
DIRECTV
OCT 05 2025

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Figures Investments, Inc.
610 Petit Avenue
Mobile, AL 36617-2216

August 15, 2025

RE: 610 Petit Avenue
Project Number: ME-022-25

Dear Figures Investments, Inc.:

On August 12, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 610 Petit Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 15 BLK 4 OF RESUB OF RESUBDIV OF 1ST UNIT OF GULF HGTS MBK 5 P 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 095

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 29, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 29, 2025,** provide the Code Official with a work plan to accomplish the repairs by **September 29, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 29, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 8, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the

building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

Affidavit of Mailed Notice

October 6, 2025

State of Alabama
County of Mobile

Subject Property – 610 Petit Avenue.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **610 Petit Avenue** Date: June 18, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 9, 2025

Per the Title Report, the owner is: Figures Investments, Inc.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Figures Investments, Inc. 610 Petit Ave Mobile AL 36617-2216	Subject/location address – Owner
2	Figures Investments, Inc. c/o Rashawn Figures 2476 Commercial Park Dr Mobile AL 36606-2001	LexisNexis address 2025 – Revenue Commission mailing address good 2019 through 2026
3	Figures Investments, Inc. c/o Rashawn Figures 3708 Kimberly Cir Mobile AL 36608-1511	Owner of company – Phone numbers are 251-344-8024, 251-338-9751 good 2025
4	Figures Investments, Inc. c/o Grady Dortch 2435 Denmark St Mobile AL 36617-2130	Paid property taxes 2021, 2023 and 2024 – Phone number 251-554-8074 good 2025
5	Figures Investments, Inc. 3672 Ansley Dr North Mobile AL 36608	Secretary of State of Alabama address (transposed) per LexisNexis and Google check.
6	Figures Investments, Inc. 7000 Champions Run Mobile AL 36618-4820	LexisNexis address and residence

TAX STATUS: 2024 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE
Open Mortgages: NONE

Lis Pendens

Lis Pendens – Rashawn N. Figures vs Lucille Busby, filed 12/19/2008, recorded June 23, 2011, Bk 6789 Page 241.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **507 BOOKER STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **507 BOOKER STREET** described as:

LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23

Parcel Number: 29 10 28 1 004 027

Last Assessed to: DANG PHUC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 6, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **507 BOOKER STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DANG PHUC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 1 004 027.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

507 BOOKER STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	06/04/2025	Comments	

Property Score			
Score	58	Score Description	REVIEW COMM

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-9-25

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/14/2025

Property Address: 507 Booker Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


OCT 05 2025


OCT 05 2025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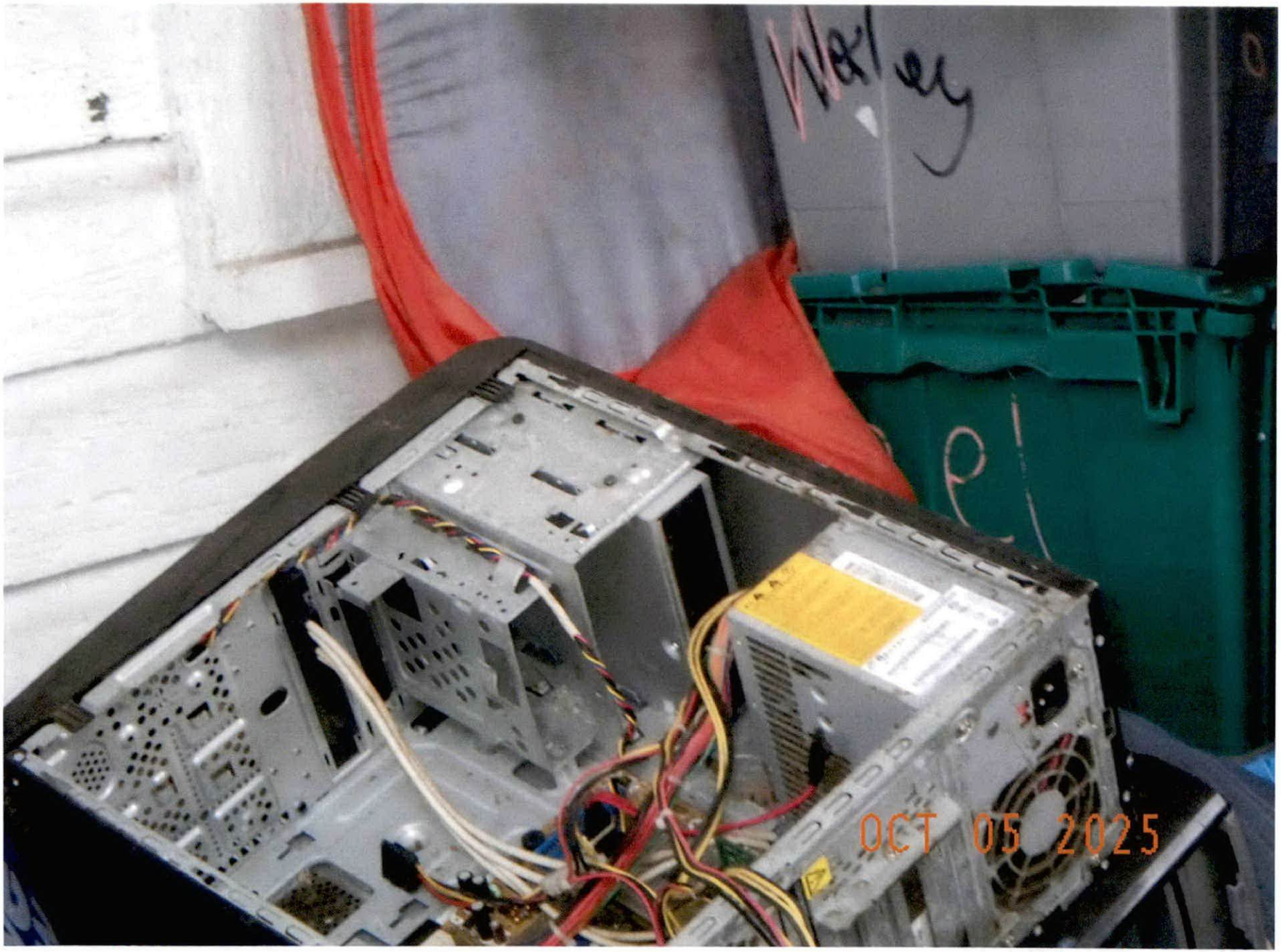
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OCT 05 2025

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Phuc Dang
507 Booker Street
Mobile, AL 36604-1065

August 15, 2025

RE: 507 f/k/a 551 Booker Street
Project Number: ME-025-25

Dear Phuc Dang:

On August 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 507 f/k/a 551 Booker Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23

Parcel Number: 29 10 28 1 004 027.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 29, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 29, 2025,** provide the Code Official with a work plan to accomplish the repairs by **September 29, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 29, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 8, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

Affidavit of Mailed Notice

October 6, 2025

State of Alabama
County of Mobile

Subject Property – 507 Booker Street.

My name and official title Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **507 fka 551 Booker Street** Date: July 9, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 2, 2025

Per the Title Report, the owner is: Phuc Dang

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Phuc Dang 507 Booker St Mobile AL 36604-1065	Location/subject address
2	Phuc Dang 3801 Didcot Cir Sacramento CA 95838-3292	Owner – Revenue Commission mailing address – LexisNexis address good 4/2025 – Phone numbers are 559-916-8797, 916-634-2083, and 916-634-2084 good 2025

TAX STATUS: 2024 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

City of Mobile vs Phuc Dang, adopted 12/5/2023, recorded 5/30/2025, instrument number 2025033644

City of Mobile vs Phuc Dang, adopted 6/18/2024, recorded 3/27/2025, instrument number 2025020160

Open Mortgages - NONE

Lis Pendens - NONE

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **962 GOVERNMENT STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.1, 3, 4, 5, 7 and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **962 GOVERNMENT STREET** described as:

COM ON THE N/S OF GOVT ST 855.45 FT TH W FROM THE W/L OF BROAD ST TH RUN WLY ALG THE N/L OF GOVT ST 61 FT TO A PT IN THE CNTR OF A CONC WALL 6 IN HIGH TH RUN N 16 DEG 01 MIN 15 SEC W (ALG CTR/L OF SD WALL & OF A FENCE WHICH STARTS AT THE END OF SD WALL) A DIS OF 239.9 FT TO PT TH S/L OF CONTI ST TH RUN ELY ALG THE S/L OF CONTI ST 59.1 FT TO A PT WHICH PT IS 854.5 FT W FROM THE W/L OF BROAD ST TH RUN S 16 DEG 28 MIN 30 SEC E 240.1 FT TO THE N/L OF GOVT ST TH POB SD PPTY BEING SAME CONVEYED BY THE HOME OWNERS LOAN CORP TO GEORGE E FULLER BY DEED DTD DEC 20, 1939 DBK 219 NS PG 158 & SAME CONVEYED BY F & L CO TO THE GRANTOR BY V/L DEED DTD APRIL 8, 1996 RPBK 4353/1867 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 387

Last Assessed to: BURKS KEISHA LEE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***secure*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 6, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **962 GOVERNMENT STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BURKS KEISHA LEE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 009 387
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: COM ON THE N/S OF GOVT ST 855.45 FT TH W FROM THE W/L OF BROAD ST TH RUN WLY ALG THE N/L OF GOVT ST 61 FT TO A PT IN THE CNTR OF A CONC WALL 6 IN HIGH TH RUN N 16 DEG 01 MIN 15 SEC W (ALG CTR/L OF SD WALL & OF A FENCE WHICH STARTS AT THE END OF SD WALL) A DIS OF 239.9 FT TO PT TH S/L OF CONTI ST TH RUN ELY ALG THE S/L OF CONTI ST 59.1 FT TO A PT WHICH PT IS 854.5 FT W FROM THE W/L OF BROAD ST TH RUN S 16 DEG 28 MIN 30 SEC E 240.1 FT TO THE N/L OF GOVT ST TH POB SD PPTY BEING SAME CONVEYED BY THE HOME OWNERS LOAN CORP TO GEORGE E FULLER BY DEED DTD DEC 20, 1939 DBK 219 NS PG 158 & SAME CONVEYED BY F & L CO TO THE GRANTOR BY V/L DEED DTD APRIL 8, 1996 RPBK 4353/1867 #SEC 40 T4S R1W #MP29 06 40 0 009

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

962 Government Street

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/07/2025	Comments	

Property Score			
Score	53	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 8-7-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/12/2025

Property Address: 962 Government Street **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


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REPUBLIC
OCT 05 2025


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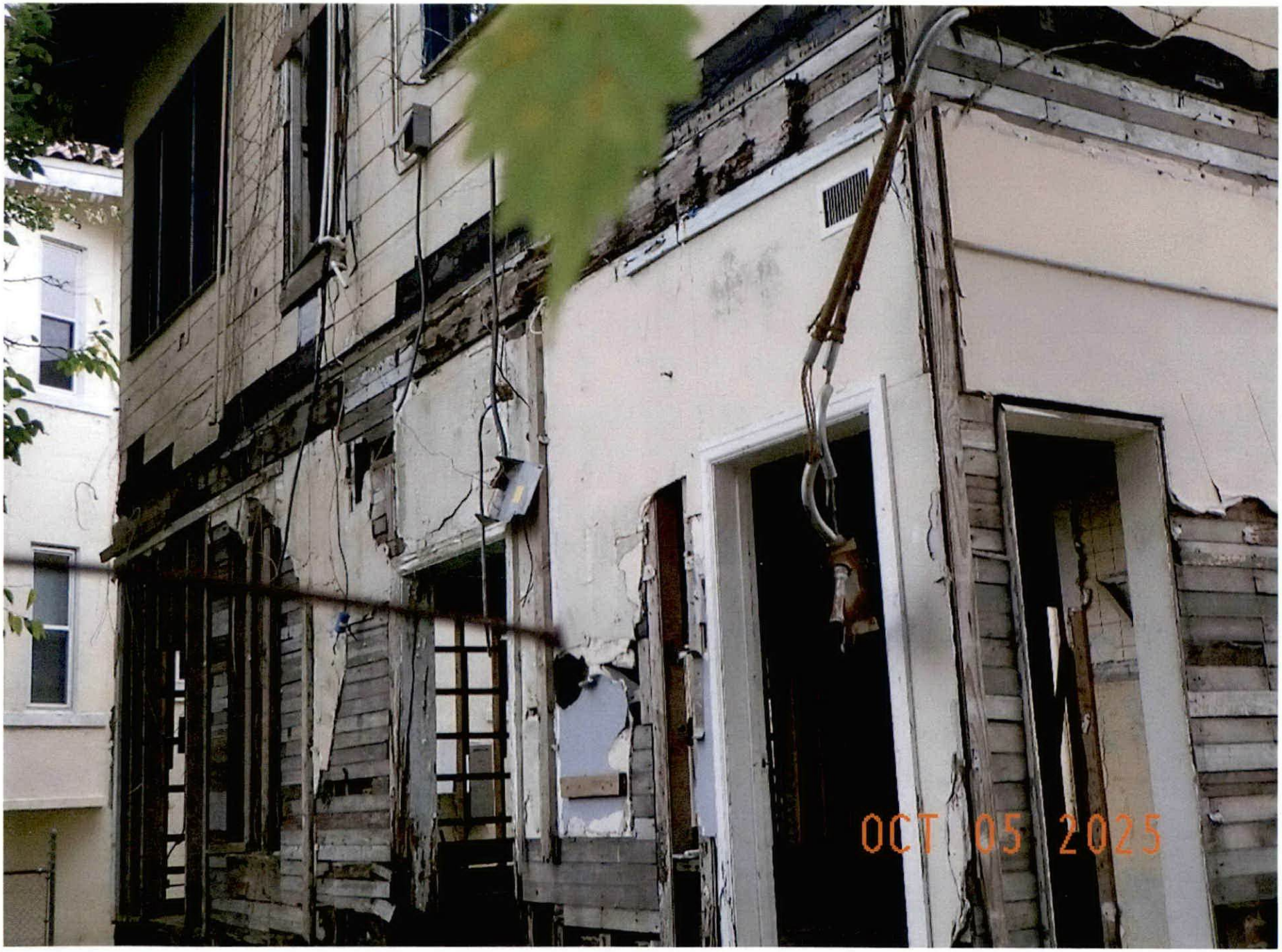

OCT 05 2025


OCT 05 2025

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Keisha Lee Burks
962 Government Street
Mobile, AL 36604-2402

August 15, 2025

RE: 962 Government Street
Project Number: ME-031-25

Dear Keisha Lee Burks:

On August 12, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 962 Government Street.

I. **PROPERTY** The legal description of the Property is as follows:

COM ON THE N/S OF GOVT ST 855.45 FT TH W FROM THE W/L OF BROAD ST TH RUN WLY ALG THE N/L OF GOVT ST 61 FT TO A PT IN THE CNTR OF A CONC WALL 6 IN HIGH TH RUN N 16 DEG 01 MIN 15 SEC W (ALG CTR/L OF SD WALL & OF A FENCE WHICH STARTS AT THE END OF SD WALL) A DIS OF 239.9 FT TO PT TH S/L OF CONTI ST TH RUN ELY ALG THE S/L OF CONTI ST 59.1 FT TO A PT WHICH PT IS 854.5 FT W FROM THE W/L OF BROAD ST TH RUN S 16 DEG 28 MIN 30 SEC E 240.1 FT TO THE N/L OF GOVT ST TH POB SD PPTY BEING SAME CONVEYED BY THE HOME OWNERS LOAN CORP TO GEORGE E FULLER BY DEED DTD DEC 20, 1939 DBK 219 NS PG 158 & SAME CONVEYED BY F & L CO TO THE GRANTOR BY V/L DEED DTD APRIL 8, 1996 RPBK 4353/1867 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 387

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 29, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 29, 2025,** provide the Code Official with a work plan to accomplish the repairs by **September 29, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 29, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 8, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

Affidavit of Mailed Notice

October 6, 2025

State of Alabama
County of Mobile

Subject Property – 962 Government Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 962 Government Street 3rd UPDATE

Initial Report Date: July 6, 2017

1st Update: August 31, 2020

2nd Update Date: June 6, 2022

3rd Update Date: January 10, 2025

4th Update Date: July 8, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 1, 2025

Per the Title Report, the owner is: Keisha Lee Burks

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Keisha Lee Burks 962 Government St Mobile AL 36604-2402	Subject/location address – LexisNexis address good 2023
2	Keisha Lee Burks 1312 Dauphin St Mobile AL 36604-2122	Owner - LexisNexis address good 10/2024 – Revenue Commission mailing address good 2022-2025 – Phone numbers are 605-359-2555, 605-372-4542 good 2025
3	Keisha Lee Burks 1008 Elmira St Mobile AL 36604-3122	LexisNexis address good 2023
4	Keisha Lee Burks 1111 Elmira St Mobile AL 36604-2906	LexisNexis address good 2025

5	Keisha Lee Burks 356 Dunham St Mobile AL 36604-2904	LexisNexis address good 2023

TAX STATUS: 2024 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages:

6	962 Government Street, LLC PO Box 131346 Birmingham AL 35213	Mortgage instrument number 2021080250 filed 11/22/2021, recorded 12/6/2021.
7	962 Government Street, LLC c/o John F. Chapman 2400 Arlington Ave Birmingham AL 35205	Registered agent per Secretary of Alabama website

Lis Pendens

Lis Pendens – City of Mobile vs Spring Hill Insurance Company, Inc., filed 8/6/2018, recorded 9/14/2018, BK 7681 Pg 209.

July 30th, 2025

QPI Services Inc
158 B Michigan Avenue
Mobile AL, 36604

RE: 962 Government Street
Engineering Inspection Letter

GSE
Gulf States Engineering, Inc.

Dear Jesse:

On July 23rd GSE conducted an in-field inspection of the South facing lower-level wall framing of the house located at 962 Government Street. The following letter contains GSE's findings and recommendations based on field conditions and discussion with city building officials. The following building codes and standards are referenced in determining the recommendations of this letter:

1. 2021 International Residential Code (IRC)
2. 2018 AWC Wood Frame Construction Manual (WFCM) – Per R301.1.1 requirements of 2021 IRC

Inspection and Findings:
The field inspection was conducted with the goal of identifying damages to structural members from exposure and clarifying additional needs to bring the framing within minimum requirements of residential building code. The following structural deficiencies were observed during the inspection. See Appendix A for related picture evidence.

1. The newly installed end posts (6X6) at the south-east wall appear to be warped and no longer plumb due to extended exposure
2. The king studs on the east side of the window frame of the south-east wall appear to be drifting out of plane near the top of the wall.
3. There does not appear to be any full-depth lateral blocking support for (3) of the studs within the new framing. The WFCM specifies a maximum unsupported length of 10 feet for exterior wall studs in Table 3.20C.
4. The existing posts from the original construction at the south-east exterior corners appear to be completely deteriorated or severed along their lengths. These posts appear to be load bearing and supporting the original rim headers. Rim boards need to be supported at each end per IRC provision R602.7.2.
5. (3) studs above the top plate of the south-eastern wall appear to have severe deterioration and rot due to exposure.
6. A post on the south-western wall from the original construction appears to be deteriorated due to exposure where it abuts a newly installed support post.
7. The top plate and supporting floor member above the central hallway appear to be damaged and worn due to exposure and age.
8. Lateral connectors do not appear to be provided at the top or bottom of the new studs. Table R602.3(6) of the IRC requires studs in 115 mph wind regions to have 300 lbs lateral connectors at top and bottom.
9. The load bearing exterior wall on the East corner adjacent to the new framing appears to have been destroyed during demolition.

Aside from the previously noted deficiencies, the structural members did not appear to show significant signs of deterioration and appeared to be structurally sufficient. Regarding the framing practices and installation work of the new

MOBILE
600 AZALEA ROAD
MOBILE, AL 36609
T: 251.460.4646
F: 251.460.4649

GULFPORT
1816 PASS ROAD
GULFPORT, MS 39501
T: 228.864.5050
F: 228.864.7744

NASHVILLE
176 THOMPSON LN #200
NASHVILLE, TN 37211
T: 615.933.7888
F: 615.829.8491

WWW.GSEENG.COM

framing elements, GSE's inspecting engineer observed the following items appeared to be compliant with the specifications of the IRC and WFCM assuming all structural members to be Southern-Pine variety.

1. The maximum stud heights are within the maximum lengths of 13'-5" specified by table 3.20B1 of the WFCM for studs spaced at 16" on center, Wind Exposure B @ 154 MPH, and 3/8" wood panels.
2. The fastener spacings and fastener locations are compliant with the IRC 2021 R602.3(1) Fastening schedule for 16d nails.
3. The window header provided at the south-eastern wall is within the maximum span length of 7'-1" for (2) 2X12 headers installed at exterior walls, wind exposure B, and 154 MPH wind speed as specified in WFCM Table 3.23A

Conclusion and Recommendations:
Before continuing renovations for the remainder of the property, GSE recommends all structural deficiencies stated in the previous section be addressed with the following methods:

1. Out of plumb structural studs and posts must be readjusted or replaced (see deficiencies 1 and 2).
2. Blocking must be provided for continuous lateral support where studs are unsupported for a length greater than 10ft or to seal off open cavities in the structure (see deficiency 3). Also see Appendix B for depictions of recommended blocking installation.
3. Deteriorated load bearing members should be replaced. Please note that the demolition of the existing framing may or may not be necessary to provide additional structural framing (see deficiencies 4, 5, and 6).
4. Lateral resisting straps or connectors must be provided at the top and bottoms of the new wall studs (see deficiency 8).
5. Damaged or missing framing that once supported parts of the structure shall be reinstalled or framed according to IRC and WFCM building code requirements (see deficiency 9).

The builder may attach a minimum 3/8" thick structural sheathing and resume work with renovations after providing for these fixes and recommendations.

Kindest Regards,
Gulf States Engineering, Inc. (GSE)

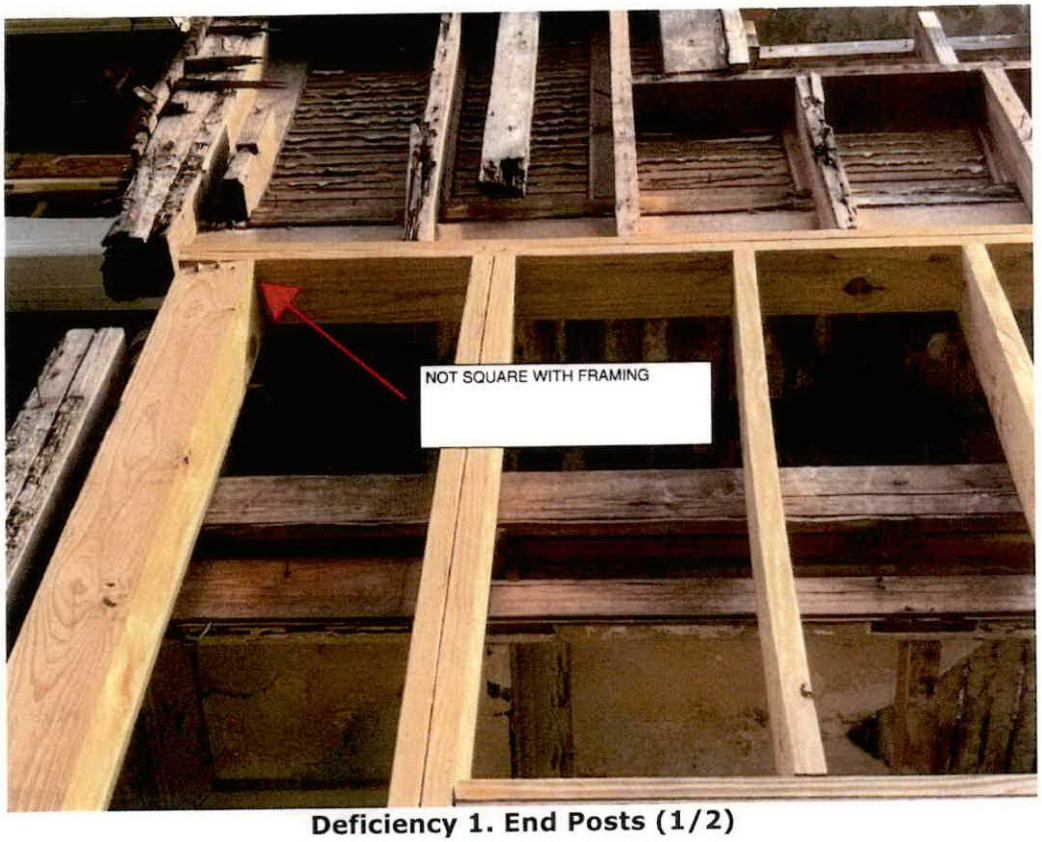
Morgan Davis | Structural
T: 251.460.4646 | D: 251.459.6423
Morgan.Davis@GSEeng.com | www.GSEeng.com
Mobile, AL | Gulfport, MS | Nashville, TN

Timothy G. Morris, Jr., PE | Structural
T: 251.460.4646 | D: 251.301.0845
Timothy.Morris@GSEeng.com | www.GSEeng.com
Mobile, AL | Gulfport, MS | Nashville, TN



7/30/2025

APPENDIX A – STRUCTURAL DEFICIENCIES

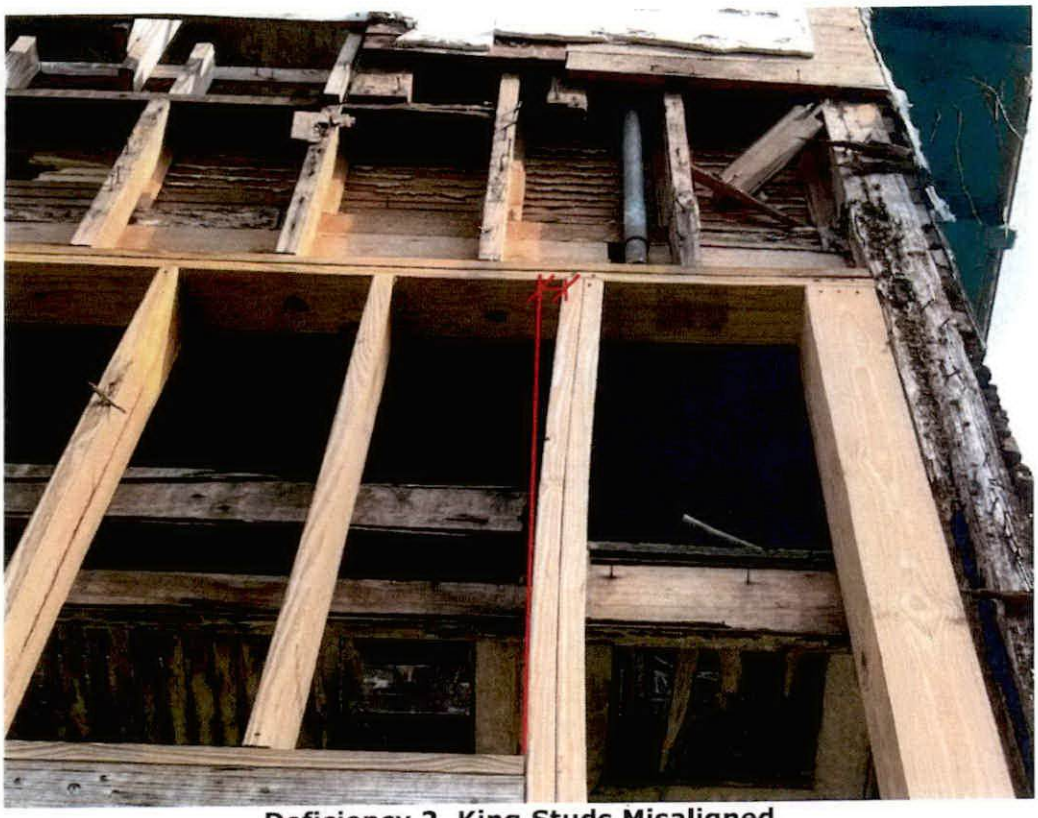


Deficiency 1. End Posts (1/2)

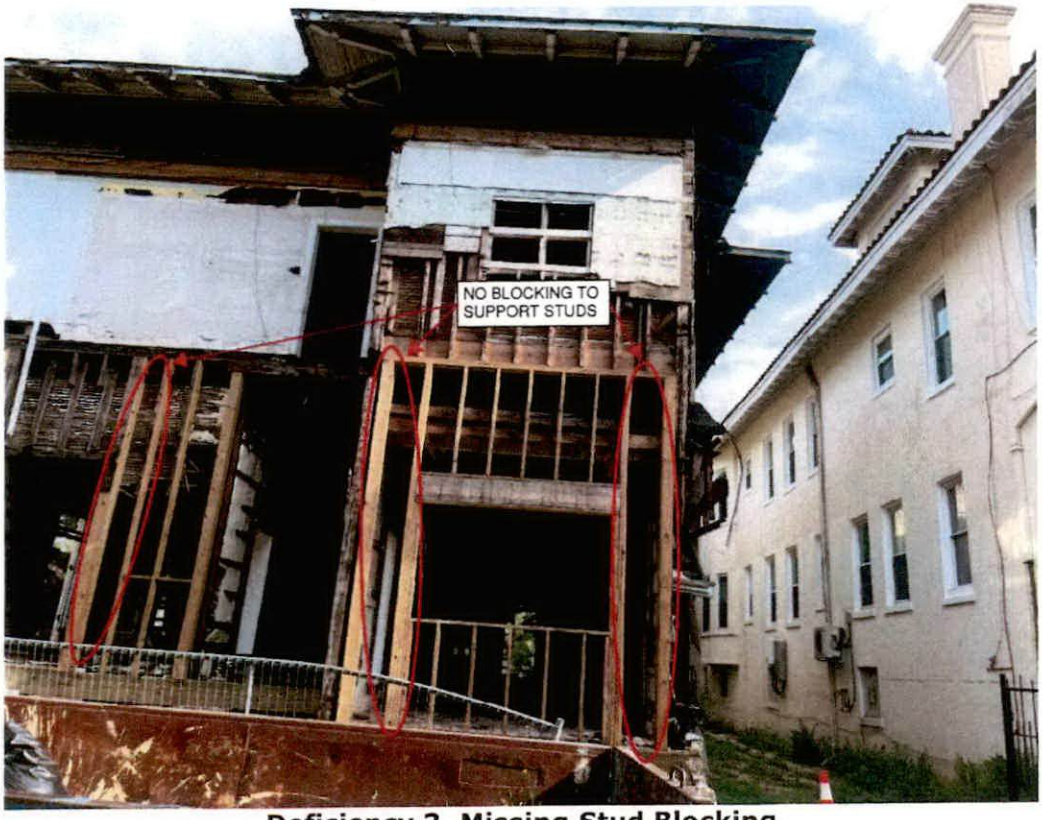


Deficiency 1. End Post (2/2)

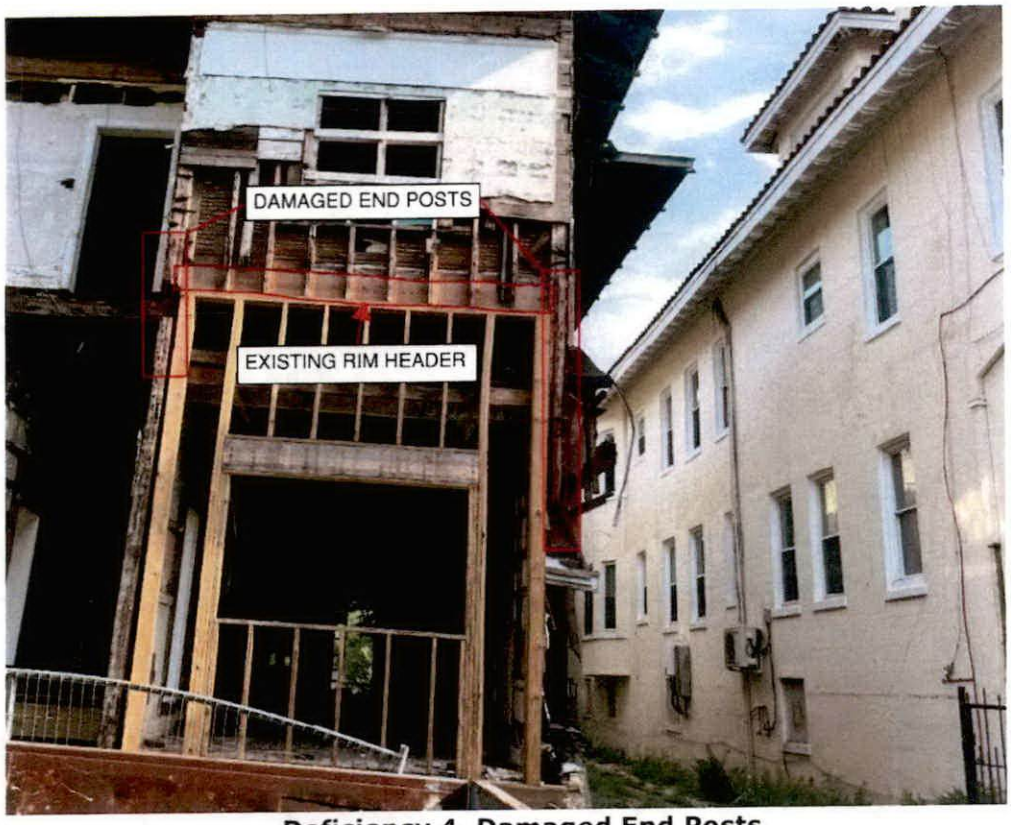
GULF STATES ENGINEERING, INC.
WWW.GSEENG.COM



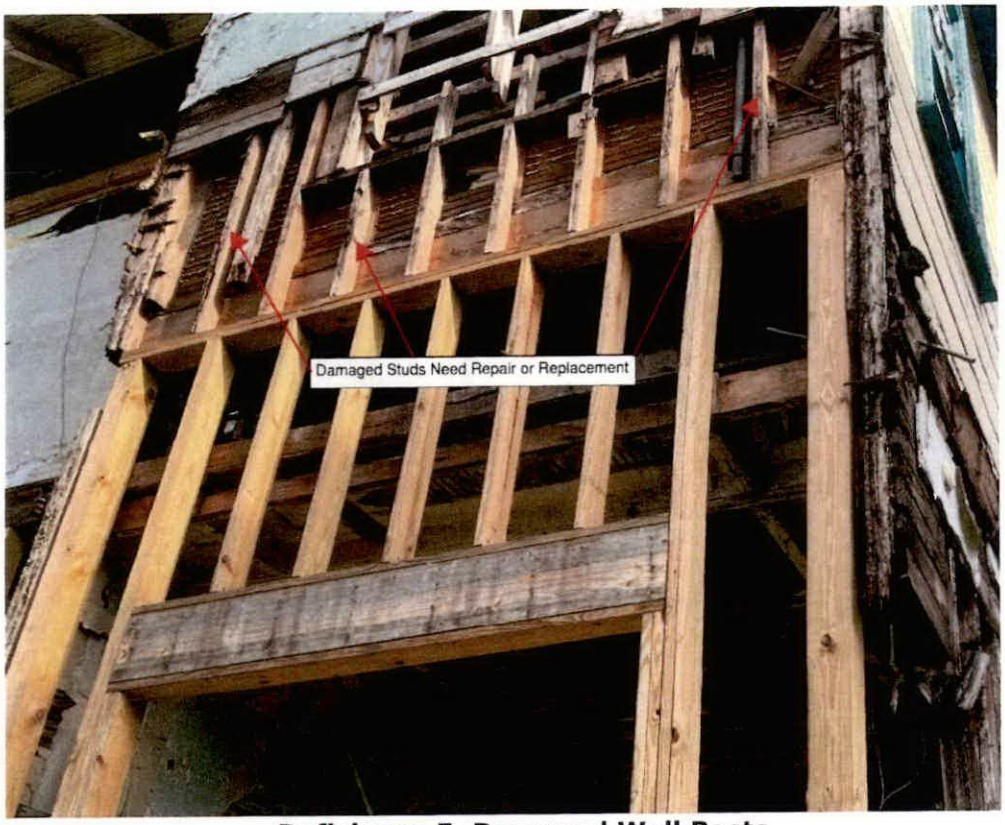
Deficiency 2. King Studs Misaligned



Deficiency 3. Missing Stud Blocking



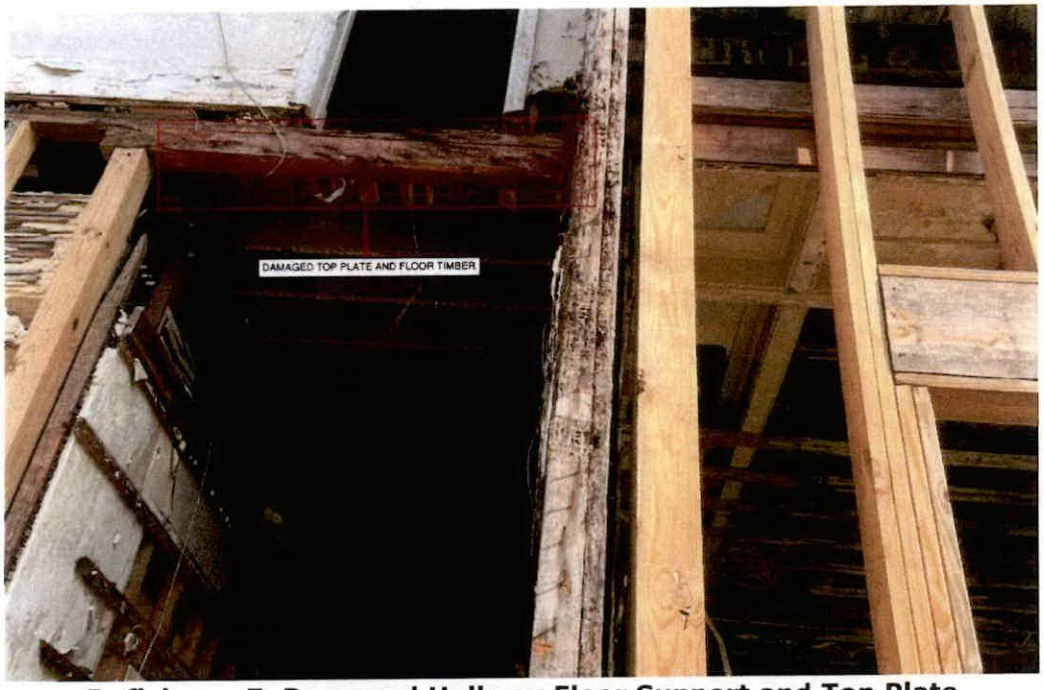
Deficiency 4. Damaged End Posts



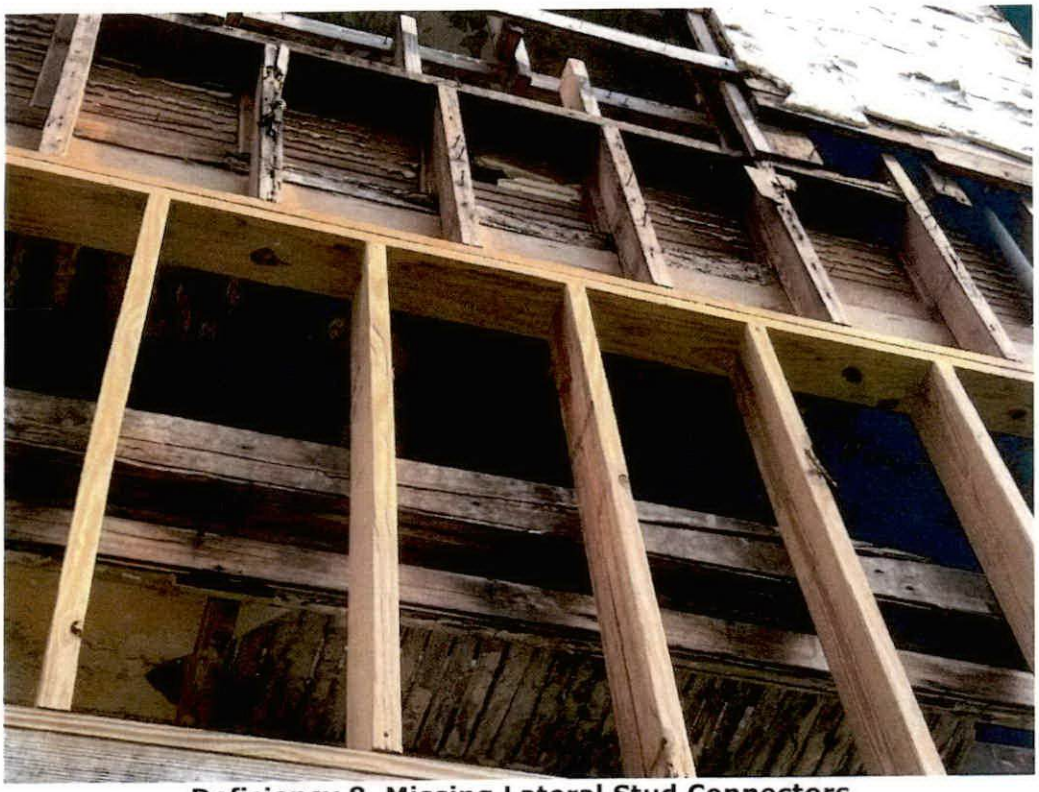
Deficiency 5. Damaged Wall Posts



Deficiency 6. Rotted Door Post



Deficiency 7. Damaged Hallway Floor Support and Top Plate



Deficiency 8. Missing Lateral Stud Connectors



Deficiency 9. Destroyed Framing at Wall Corner

APPENDIX B – BLOCKING RECOMMENDATIONS

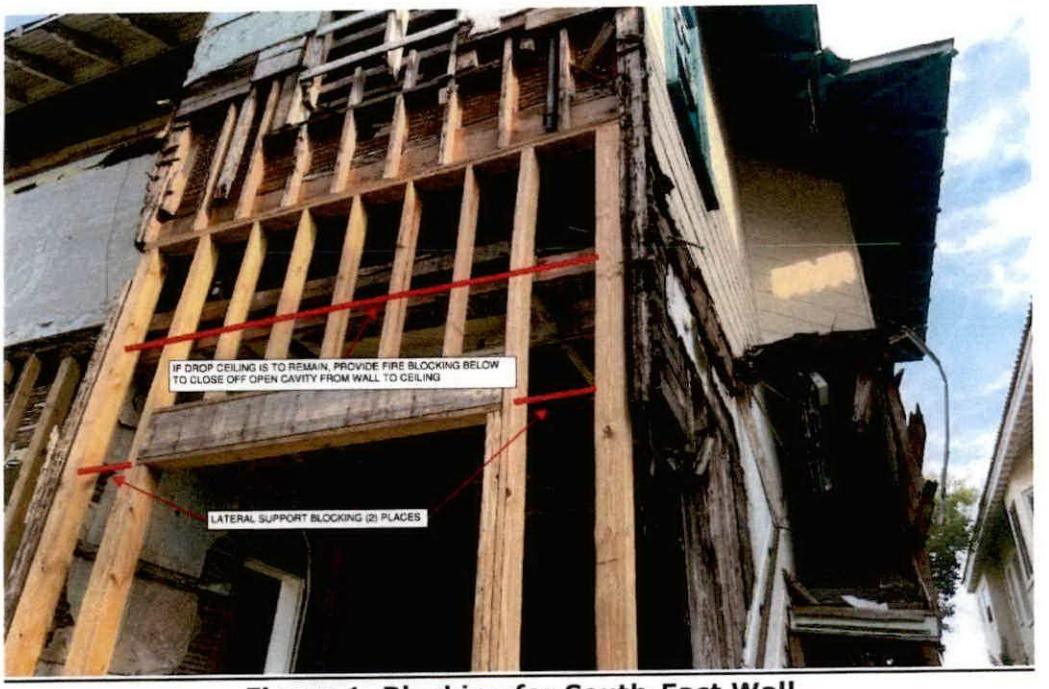


Figure 1. Blocking for South-East Wall



Figure 2. Blocking for South-West Wall

RESOLUTION

Sponsored by: CJ Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **1551 KELLOGG STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1551 KELLOGG STREET** described as:

LOTS 27, 28 & 29 BLK 4 ARLINGTON TERRACE EXC THE S 4 FT OF DBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 003

Parcel Number: 29 11 36 0 003 078

Last Assessed to: THORNTON GLENN B

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 6, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1551 KELLOGG STREET.** OWNED BY OR MAY HAVE AN INTEREST: **THORNTON GLENN B** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 36 0 003 078
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DESCRIPTION: LOTS 27, 28 & 29 BLK 4 ARLINGTON TERRACE EXC THE S 4 FT OF DBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 003

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1551 KELLOGG STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	04/15/2025	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 4-28-25

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/14/2025

Property Address: 1551 Kellogg Street **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


OCT 05 2025


OCT 05 2025


OCT 05 2025


Kellogg St
OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


SI
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OCT 05 2025


OCT 05 2025


PRIVATE
PROPERTY
NO TRESPASSING
OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025


OCT 05 2025

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Glenn B. Thornton
1551 Kellogg Street
Mobile, AL 36605-1925

August 15, 2025

RE: 1551 Kellogg Street
Project Number: ME-015-25

Dear Glenn B. Thornton:

On August 12, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1551 Kellogg Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 27, 28 & 29 BLK 4 ARLINGTON TERRACE EXC THE S 4 FT OF DBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 003

Parcel Number: 29 11 36 0 003 078

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 29, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 29, 2025,** provide the Code Official with a work plan to accomplish the repairs by **September 29, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 29, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on October 8, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

Affidavit of Mailed Notice

October 6, 2025

State of Alabama
County of Mobile

Subject Property – 1551 Kellogg Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **1551 Kellogg Street** Date: June 11, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 9, 2025

Per the Title Report, the owner is: Fee simple is vested in Glenn B. Thornton

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Glenn B. Thornton 1551 Kellogg St Mobile AL 36605-1925	Subject/location address – Owner – phone numbers are 251-554-2057, 251-391-6746, and 251-391-6804 good 2025
2	Glenn B. Thornton 800 S Broad St Mobile AL 36603-1113	Residence and homesteaded property – Per Revenue Commission website this is the mailing address – LexisNexis address good 2/2025

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

3	Republic Finance 1234 Hillcrest Rd Ste A Mobile AL 36695	Republic Finance vs Glenn Thornton, filed 3/3/2015, recorded 3/17/2016, 7358-77

Open Mortgages: NONE

Lis Pendens: NONE

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **9th** day of **September**, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **9th** day of **September, 2025**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1668** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-1158 **2025**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1668** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **14th day of October, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: SEP 09 2025

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 2, 2025**

SUBJECT: WEED LIEN GROUP **1668**

Attached, please find Assessment Lists for Weed Lien Group Number **1668** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 9/9/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/14/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 9/11/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 9/25/2025

LEGAL NOTICE ADS: 10/1/2025-10/8/2025

POSTING DATE: 10/7/2025

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1668	Res. No.
9/9/2025	LOTS TO BE DECLARED	58-
10/14/2025	LOTS FOR PUBLIC HEARING	58-
//2025	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount		N/A
No.	Address	CASE #	CASE #	Assessed	Dis	CBO
1	550 Church Street	53124	65555		2	
2	0 Cody Road N	50447	65556		7	
	Par. No. (28 04 18 1 001 003.XXX)					
3	3217 Brown Road	54981	65557		3	
4	3511 Keeling Road	54986	65558		3	
5	7131 Old Military Road	52669	65559		4	
6	564 Reynolds Avenue	38079	65560		1	
7	1850 Herman Street	52559	65561		1	
8	1352 Menas Avenue	53269	65563		2	
9	512 Patton Avenue	52754	65564		2	
10	2019 Diggs Avenue	51628	65565		1	
11	1158 Gorgas Street	59702	65566		3	
12	1218 Hercules Street	52335	65567		2	
13	355 Westwood Street	52026	65568		5	
14	3016 Curry Dr E	51487	65569		3	
15	2101 Hoppin Street	51776	65570		3	
16	1857 Forest Oak Dr	51520	65571		7	
17	1812 Como Street	51263	65572		1	
18	1215 Jessie Street	51831	65574		1	
19	405 Robbins Street	54950	65575		2	
20	404 Robbins Street	54942	65576		2	
				$ -		

Numbers of lots cut

District total for this group		Numbers of lots cut	
1	5	1	
2	6	2	
3	5	3	
4	1	4	
5	1	5	
6	0	6	
7	2	7	
	20		0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

*WL Wooded Lot

Gary Jackson 9-3-25

Marchetta Jaite 9-3-25

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **October 3, 2025**

SUBJECT: **Weed Lien Group 1666 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1666.** Please place these on the City Council's Agenda for **October 14, 2025.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	CONTRACT NUMBER	5500
	WEED LIEN	
	1666	Res. No.
7/15/2025	LOTS TO BE DECLARED	58-945
8/19/2025	LOTS FOR PUBLIC HEARING	58-1081
10/14/2025	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	1481 John H Campbell Sr Way	50735	52683	$ 490.00	2	
2	1913 Andrews Street	50488	52684	$ -	1	WL
3	2854 Josephine Street	50727	52685	$ 560.00	1	
4	126 Colvin Street	51649	52686	$ 560.00	1	
5	5467 Racine Avenue	50707	52687	$ 50.00	7	CBO
6	251 N Pine Street	51475	52688	$ -	2	N/A
7	2424 Redmond Street	50454	52689	$ 490.00	1	
8	3110 Brill Circle	50527	52690	$ 50.00	3	CBO
9	526 Helveston Street	50515	52691	$ 251.00	1	
10	1107 Spring Hill Avenue	51371	52692	$ 484.30	2	
11	3212 Dauphin Island Parkway	51252	52693	$ 50.00	3	CBO
12	1120 Martinwood Lane	51501	52694	$ 50.00	3	CBO
13	1699 S Broad Street	51242	52695	$ 752.63	3	
14	619 Summerville Street	50529	52696	$ 455.00	1	
15	6400 Leflore Drive	51113	52697	$ 50.00	7	CBO
16	3204 Rochester Street	50457	51698	$ 50.00	1	CBO
17	0 Parker Street/ Brown St	51680	52699	$ 579.00	2	
	Par. No. (29 10 45 0 001 132.XXX)					
18	2559 Dohm Street	50825	52700	$ 350.00	1	
19	264 Seminole Street	50705	52701	$ 245.00	1	
20	4720 Oxford Drive	50981	52702	$ 594.34	7	
				$ 6,111.27		

Numbers of lots cut
District total for this group

1	9
2	4
3	4
4	0
5	0
6	0
7	3
	20

Numbers of lots cut

1	7
2	3
3	1
4	0
5	0
6	0
7	1
	12

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*WL Wooded Lot
*CBD Cut Before Declared

Tony Parker 10-6-25
Marchetta Waite 10-6-25

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner:	**HENDERSON JUAN E**		
Address:	**4042 KINGS ROW**		
City, State, Zip:	**MOBILE, AL 36619-5355**		
Group Number:	**1666**	Item #	**1**

Lot Description: **BEG AT A PT 400 FT W OF THE SW COR OF LAFAYETTE ST & HOGAN ST TH CONT W 80 FT(S) TH RUN S 100 FT TH RUN E 80 FT(S) TH RUN N 100 FT TO THE POB #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 346.XXX) 1481 JOHN H CAMPBELL SR WAY**

Nuisance Date:	7/15/2025	Posting Date:	8/12/2025	Hearing Date:	8/19/2025
Date lot was cut:	9/30/2025	Contractor: Issac Sampson			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,000	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	45	$	7.00	$	**315.00**
		Total Project Cost:			$	**490.00**

Sheila E Dean
SECRETARY

Marchette Jacks
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **STALLWORTH DEVONYA**

Address: **2537 KOOL AVE**

City, State, Zip: **DALLAS, TX 75241-2924**

Group Number: **1666** Item # **3**

Lot Description: **LOT 17 BLK A NEESE ADD TO CRICHTON MBK 4 P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 040.01X) 2854 JOSEPHINE STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,659	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	385.00
Total Project Cost:					$	560.00

Shelia E Dean
SECRETARY

Marquetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 3, 2025

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Group Number: **1666** Item # **4**

Lot Description: **LOT 14 BLK 3 JACKSON & CUMMINGS FLORIDA HGTS SUB DBK 113 N S PG 495 #SEC 23 T4S R1W #MP29 07 23 0 007 (29 07 23 0 007 008.XXX) 126 COLVIN STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,792	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	385.00
		Total Project Cost:			$	560.00

Shelia E Dean
SECRETARY

Marchetta Jeante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 3, 2025

Lot Owner: **JOHNSON WALTER JR**

Address: **P. O. BOX 11**

City, State, Zip: **MOBILE, AL 36601-0011**

Group Number: **1666** Item # **5**

Lot Description: **LOT 102 REVISED OVERLOOK HGTS MBK 10 P 265 #SEC 3 T4S R2W #MP28 02 03 3 003 (28 02 03 3 003 033.XXX) 5467 RACINE AVENUE**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,963	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E Dean
SECRETARY

Marcella Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **EDWARDS HELEN**

C/O HERERT HOLLINGS

Address: **2112 CLEMENT ST**

City, State, Zip: **MOBILE, AL 36617-3107**

Group Number: **1666** Item # **7**

Lot Description: **LOT 25 BLK A CREEK HILL SUB MBK 4 P 568 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 138.XXX) 2424 REDMOND STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,928	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	490.00

Shelia E Dean
SECRETARY

Marguetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **PHOENIX REAL ESTATE & INVESTMENT GROUP LLC**

Address: **P. O. BOX 8654**

City, State, Zip: **MOBILE, AL 36689-0654**

Group Number: **1666** Item # **8**

Lot Description: **LOT 10 BRILL PL MBK 5 P 627 #SEC 40 T5S R1W #MP32 07 40 0 001 (32 07 40 0 001 061.XXX) 3110 BRILL CIRCLE**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	14,191	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **HERA MELISSA DAWN**

Address: **526 HELVESTON ST**

City, State, Zip: **MOBILE, AL 36617-3156**

Group Number: **1666** Item # **9**

Lot Description: **LOT 5 BLK 1 CLOVERDALE LOTS MBK 3/503 BEING RESUBD OF BLK 13 OF JACKSONVILLE (29 07 42 0 001 563.XXX) 526 HELVESTON STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,657	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	251.00

Shelia E Dean
SECRETARY

Marquetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **MEEKS MICHAEL**

Address: **3750 BAY TREE RD**

City, State, Zip: **LYNN HAVEN, FL 32444**

Group Number: **1666** Item # **10**

Lot Description: **COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRIGHILL AVE & HALLETT ST THEN RUN WESTERLY 145 FT(S) TO THE POINT OF BEGINNING THEN CONTINUE WESTERLY 35 FT(S) THEN SOUTHERLY 100 FT THEN WESTERLY 35 FT(S) THEN SOUTHERLY 190 FT(S) THE EASTERLY 70 FT(S) THEN NORTHERLY 286.85 FT TO THE POINT OF BEGINNIG. (29 06 40 0 009 083.009) 1107 SPRINGHILL AVENUE**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		20,744	$	0.0125	$	259.30
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	484.30

Shelia E Dean
SECRETARY

Marchelle Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **HARDEGREE MICHAEL D &**

POLLY ANN HARDEGREE

Address: **3060 MASTERS PT**

City, State, Zip: **CASTLE ROCK, CO 80104**

Group Number: **1666** Item # **11**

Lot Description: **LOT 1 RESUB OF LOT 1 DOUBLE H SUBDIVISION MBK 124/117 (32 07 40 0 001 018.XXX)**
3212 DAUPHIN ISLAND PKWY

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate 30,317		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheliat Dean
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **DRIFTWOOD ACRES BRIDGE AL LLC**

C/O MELLENIA HOUSING MANAGEMENT LTD

Address: **127 PUBLIC SQ STE 4000**

City, State, Zip: **CLEVELAND, OH 44114**

Group Number: **1666** Item # **12**

Lot Description: **LOT 1 BAY OAKS SUB MBK 30 P 70 #SEC 40 T5S R1W #MP32 12 40 0 002 (32 12 40 0 002 031.XXX) 1120 MARTINWOOD LANE**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,331	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E Dean
SECRETARY

Marchetta Oaster
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **POOLE BILLY C JR**

C/O KAYLA LYNN NORTH

Address: **1208 ANCHOR DR**

City, State, Zip: **MOBILE, AL 36693-4500**

Group Number: **1666** Item # **13**

Lot Description: **COMG AT PT ON E/S OF WASHINGTON AVE DIS 635 FT 6 IN SLY FROM HURTEL ST TH NLY ALG E/S OF WASHINGTON AVE 110 FT 3 IN TO PT TH ELY 231 FT 4 IN TO PT TH SLY 112 FT 10 IN TH WLY 227 FT 8 IN TO POB ACC TO A MAP MADE BY A S TOWLE DTD 10-26 11 & REC IN DBK 150 P 54 LESS AND EXCEPT THAT PART INTO WASHINGTON AVE RIGHT OF WAY #SEC 36 T4S R1W #MP29 11 36 0 009 (29 11 36 0 009 006.XXX) 1699 S BROAD ST**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		21,650	$	0.0125	$	270.63
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		4	$	3.00	$	12.00
Debris Removal	Cubic Yard	60	$	7.00	$	420.00
		Total Project Cost:			$	752.63

Shelia E Dean
SECRETARY

Marchetta Yates
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **ACCOMMODATION FOR YOUR LLC**

Address: **212 AL JOHNSON RD**

City, State, Zip: **ALBERTA, AL 36720**

Group Number: **1666** Item # **14**

Lot Description: **LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 109.XXX) 619 SUMMERVILLE STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,931	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
Total Project Cost:					$	455.00

Sheliae Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 3, 2025

Lot Owner:	**PITTS ROBERT W JR**		
Address:	**6400 LEFLORE DR**		
City, State, Zip:	**MOBILE, AL 36608**		
Group Number:	**1666**	Item #	**15**

Lot Description: **LOT 19 BLK 3 HILLSDALE HGTS MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 2 001 (28 04 17 2 001 036.XXX) 6400 LEFLORE DRIVE**

Nuisance Date:	7/15/2025	Posting Date:	8/12/2025	Hearing Date:	8/19/2025
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,760	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sholia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **COATS HOLLIS JR**

% KHALILAH KEMP

Address: **202 CEDAR LANE**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1666** Item # **16**

Lot Description: **LOT 17 BLK E 1ST ADD TO BOOKER T WASHINGTON HIGHLANDS S/D MBK 4/243-6 #SEC 06 T4S R1W #MP29 03 06 3 000 (29 03 06 3 000 093.XXX) 3204 ROCHESTER STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	50.00

Sheliece E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 3, 2025

Lot Owner: **D&D PROPERTIES LLC**

Address: **34 S LAFAYETTE ST**

City, State, Zip: **MOBILE, AL 36604-1714**

Group Number: **1666** Item # **17**

Lot Description: **LOT 1 MELANIE PLACE ESTATES MBK 135 PG 49 (29 10 45 0 001 132.XXX) 0 PARKER STREET/BROWN ST**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		11,520	$	0.0125	$	144.00
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	385.00
		Total Project Cost:			$	579.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner:	**CALDWELL ROSEMARY**
Address:	**84-688 ALA MAHIKU ST APT 156A**
City, State, Zip:	**WAIANAE, HI 96792-1626**
Group Number:	**1666** Item # **18**

Lot Description: **LOT 2 STRAUSS ADD TO CRICHTON DBK 156 N.S. PG 61 #SEC 23 T4S R1W #MP29 07 23 0 006 (29 07 23 0 006 101.XXX) 2559 DOHM ST STREET**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,192	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**350.00**

Shelia E Dean
SECRETARY

Margheth Faute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 3, 2025

Lot Owner: **YOUNG DOROTHY A**

Address: **264 SEMINOLE ST**

City, State, Zip: **MOBILE, AL 36606-1864**

Group Number: **1666** Item # **19**

Lot Description: **LOT 23 BLK 1 MCDONALDS OLD GOVT ST HGTS DBK 140 P 528-529 #SEC 20 T4S R1W #MP29 08 20 4 000 (29 08 20 4 000 047.XXX) 264 SEMINOLE ST**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,788	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
	Total Project Cost:				$	245.00

Sheila E Dean
SECRETARY

Marchetta Jacobs
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 3, 2025

Lot Owner: **DRAGO CHRISTOPHER F &**

Address: **197 MONTEGO KEY**

City, State, Zip: **NOVATO, CA 94949-5353**

Group Number: **1666** Item # **20**

Lot Description: **LOT 4 BLK 1 RESUB OF LOTS 25 26 27 28 FOREST HILL SUB MBK 3 PGS 483 & 484 #SEC 11 T4S R2W #MP28 01 11 2 001 (28 01 11 2 001 047.XXX) 4720 OXFORD DRIVE**

Nuisance Date: 7/15/2025 Posting Date: 8/12/2025 Hearing Date: 8/19/2025

Date lot was cut: 9/30/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		15,547	$	0.0125	$	194.34
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire			$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	594.34

Shelia E Dean
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **October 2025 – Shawn Meek (Employee # 20860) SERVICE CONTRACT TECHNICIAN: Real Estate Asset Management**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
William Jackson, Police Chief

Sponsored by:
william stimpson

Purpose and Scope of Project:
To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:
$500.00

Funding Source

ATTACHMENTS:
1. OOTM Resolution

REVIEWERS:
Tracy Baxter
Lana Gauthier

60- 2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

September 2025: Officer Jorge Chiang

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to **Maynard 4 Foundation**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Maynard 4 Foundation**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Maynard 4 Foundation**,* will be used to *assist with the 2025 Miss Juneteenth America Scholarship Pageantry Program.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Maynard 4 Foundation**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$2,500.00*** *to* ***Marching Cougars Band****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Marching Cougars Band****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Marching Cougars Band****,* will be used to *assist with the replacement of saxophones and operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,500.00*** *to* ***Marching Cougars Band****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to **Maynard 4 Foundation**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Maynard 4 Foundation**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Maynard 4 Foundation**,* will be used to *assist with the 2025 Miss Juneteenth America Scholarship Pageantry Program.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Maynard 4 Foundation**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Small wishes to appropriate **$500.00** to **Old Shell Road Magnet School Parent-Teacher Organization**, from District **1** Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Old Shell Road Magnet School Parent-Teacher Organization**,* is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Old Shell Road Magnet School Parent-Teacher Organization**, will be used to assist with **the upcoming Fall Festival*** which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to **Old Shell Road Magnet School Parent-Teacher Organization** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate* ***$500.00*** *to* ***The Grind's Young Entrepreneur Academy****,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***The Grind's Young Entrepreneur Academy****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***The Grind's Young Entrepreneur Academy****,* will be used to *assist with the upcoming awards ceremony on November 9, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***The Grind's Young Entrepreneur Academy****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$1,500.00*** *to* ***Alabama Pecan Festival,*** from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Alabama Pecan Festival,*** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Alabama Pecan Festival,*** will be used to *assist with the 2025 Pecan Festival on November 7-9, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,500.00*** *to* ***Alabama Pecan Festival,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate **$2,500.00** to **The Child Advocacy Center**,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Child Advocacy Center**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***The Child Advocacy Center**,* will be used to *assist with the Love Charity Tennis Tournament on April 26 & 28, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$2,500.00** to **The Child Advocacy Center**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Woods wishes to appropriate **$5,000.00** to **Theodore High School**, from District **4** Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Theodore High School**,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Theodore High School**, will be used **to assist with the Theodore High School Softball Program**,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to **Theodore High School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate* ***$2,500.00*** *to* ***Ridgefield Property Owners Association****,* from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Ridgefield Property Owners Association****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Ridgefield Property Owners Association****,* will be used to *assist with the safety, security, and beautification of the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,500.00*** *to* ***Ridgefield Property Owners Association****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate* ***$3,500.00*** *to* ***Windmill Place Homeowners Association****,* from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Windmill Place Home Owners Association****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Windmill Place Home Owners Association****,* will be used to *assist with repairs and beautification of the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$3,500.00*** *to* ***Windmill Place Home Owners Association****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate **$1,000.00** to **Dedicated Dentist, Inc.,*** from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Dedicated Dentist, Inc.,*** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Dedicated Dentist, Inc.,*** will be used to *assist with the cost of dental supplies for underserved adults in Mobile, Alabama.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Dedicated Dentist, Inc.,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$1,000.00*** *to* ***Hands Up Charity****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Hands Up Charity****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Hands Up Charity****,* will be used to *assist with the 1st Annual Homeless Charity Golf Tournament on October 11, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Hands Up Charity****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$2,700.00*** *to* ***Hillsdale Booster Club****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Hillsdale Booster Club****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Hillsdale Booster Club****,* will be used to *assist with the purchase of a refrigerator for the concession stand, repairs for the Center's stove, and updates to the park/field equipment to ensure maintenance and safety.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,700.00*** *to* ***Hillsdale Booster Club****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate **$5,000.00** to **Mobile Municipal 50 Boyz Raiders**,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mobile Municipal 50 Boyz Raiders**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile Municipal 50 Boyz Raiders**,* will be used to *assist with the team's registration and equipment.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$5,000.00** to **Mobile Municipal 50 Boyz Raiders**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$1,000.00*** *to* ***Mobile Bay Area Veterans Commission****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mobile Bay Area Veterans Commission****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile Bay Area Veterans Commission****,* will be used to *assist with honoring area Veterans on November 11, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Mobile Bay Area Veterans Commission****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

60- 2026

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Mayor William S. Stimpson

WHEREAS, *Mayor Stimpson wishes to appropriate **$56,057.86** to NATIONAL MARITIME MUSUEM OF THE GULF OF MEXICO, INC, from District 8 Discretionary Fund (10041020 42080)*; and

WHEREAS, the NATIONAL MARITIME M*USUEM OF THE GULF OF MEXICO, INC.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to the NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO, INC.*, will be used to support the general operations of the museum.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$56057.86** to the NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO, INC., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

60- 2025

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Mayor William S. Stimpson

WHEREAS, *Mayor Stimpson wishes to appropriate **$5000.00** to the Mobile Council Navy League, from District 8 Discretionary Fund (10041020 42080)*; and

WHEREAS, *Mobile Council Navy League,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to the Mobile Council League *will be used to support the Navy's 250th Birthday Celebration in Mobile on October 12, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5000.00** to the Mobile Council Navy League, for the purposes described hereinabove and pursuant to language in the request,* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

OFFICE OF THE MAYOR

MOBILE
ALABAMA

September 8, 2025

Scott Collins
Executive Director, Finance

Dear Scott,

Please disburse a check in the amount of $5,000.00 from the Mayor's Discretionary Spending Account to assist the Mobile Council Navy League with the Navy's 250th Birthday Celebration taking place in Mobile on October 12, 2025.

Funds should be made payable to Mobile Council Navy League, Attention, Pete Riehm, President.

Sincerely,

William S. Stimpson
Mayor

THE NAVY LEAGUE OF THE UNITED STATES
Mobile Council

September 4, 2025

Mayor Sandy Stimpson
City of Mobile
205 Government St
Mobile, AL 36602

Dear Mayor Stimpson,

Subj: CITY of MOBILE FUNDING REQUEST FOR NAVY 250th BIRTHDAY

The Navy League Mobile Council is holding a banquet for the United States Navy's 250th Birthday at the USS Alabama Battleship Memorial Park on October 12, 2025 to honor those that serve and support our Navy. This event is part of the national recognition of the U.S. Navy and the sailors that have served her so well. The Navy League is proud of the support that has been provided by the City of Mobile in the past and looks forward to a spectacular event that highlights our continued cooperation in highlighting the role that Mobile plays in support of our great Navy and growing ship building industry.

The council is requesting funding in the amount of $5,000 to cover expenses for a fireworks finale! The festivities will highlight Mobile and bring recognition to our city during this 250th Navy birthday. In the past the City of Mobile has been generous in supporting Navy events held in town from the many ship christenings and commissionings, to ship's crewmember events and ship visits during Mardi Gras. In each of these, the City of Mobile has held key role in hosting and has left a warm and lasting impression in the hearts of all who have attended.

This Navy Birthday is especially key to the State and City of Mobile as it will be host to many dignitaries who plan to attend the banquet. This includes elected officials of the state namely Senator Tuberville, Congressmen, City Mayors, City Officials, County Commissions, and State Legislators.

We will be honoring local commands in the area including: the crews of USS Zumwalt, USS Bougainville, USNS Mercy, Naval Sea Systems Command/Supervisor of Shipbuilding Gulf Coast, Stennis Space Center Commands and the Maritime Administration. We expect representation from each of these major commands currently in our local Gulf Coast area.

We have invited and expect our High School Navy Junior Reserve Officer Training Corps to be in attendance from Davidson HS, Robertsdale HS and Gulf Shores HS. Their participation in past Navy occasions has been exciting for us and instilled pride in them that could not be met anywhere else.

Other service commands and military associations have been included in the event most notably local United States Coast Guard Commands, the USMC 3rd Force Reconnaissance Battalion, 226th Maneuver Enhancement Brigade Alabama National Guard, the Air Force Association, the Propeller Club and the Military Officers Association of America. These groups add an appreciation and respect to the joint cohesion of our armed forces.

With the support from these organizations and the local community we expect between 200 and 300 people to attend the event. Many will be coming from out of town and will be using local hotels to meet their accommodation needs.

This Birthday Banquet for the U.S. Navy will be a highlight for the community and show the City of Mobile in the best possible way and host to a night that can be enjoyed and talked about for years to come. The Navy has been and continues to be a mainstay in support of our industries and plays a vital role in our economy. The Navy has given numerous contracts to our leading shipyards, from the Littoral Combat Ships (LCS), Towing, Salvage and Rescue Ships (T-ATS), USNS Comfort and Mercy overhauls, Submarine construction projects and Landing Craft Utility boats (LCU) to name a few. We expect this community relationship with our Navy to continue and flourish, and your generous support will help ensure that affiliation.

To advertise this event, we have sent numerous invitations throughout the Navy League membership both local and national. We have invited dignitaries from the U.S. Navy and Government. The Chief of Navy Information will be promoting this with press releases and our chapter will advertise the event with our own press releases to highlight the event.

We look forward to your generous response and your participation.

Sincerely,

Pete Riehm
CDR USN(ret)

Attachments: Schedule of Events, Mobile Council BOD,

THE NAVY LEAGUE OF THE UNITED STATES
Mobile Council

Navy 250th Birthday Celebration SOE

USS ALABAMA Battleship Memorial Park

12OCT25

1730	Enlistment Ceremony
1730-1845	Navy League VIP Reception
1800	Navy Flyover
1845	Colors, Invocation, & Introductions • Remarks by Senator Tuberville
1900	Dinner
1940	Cut the Navy Birthday Cake
1945	Toasts to the Navy
1955	Navy Birthday Video
2000	Guest Speaker
~2030	Fireworks

THE NAVY LEAGUE OF THE UNITED STATES
Mobile Council

Mobile Council Navy League

Board of Directors

CDR Pete Riehm, USN (Ret.) President

CDR Brian Cambpell, USN (Ret.) Vice President

CAPT Jack May, USN (Ret) Treasurer

Bill Haffner, Jr., Secretary

Robert Galloway, JAG (Past President 1997-1999)

Rear Admiral Endel Lee, CHC, USN (Ret.) Chaplain

CAPT Randy Myers, USN (Ret) Communications and Membership

03-1350 **2025**

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Adam Metcalfe is re-appointed to the Board of Adjustment effective immediately for a term ending October 14, 2028.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY:	Gaines Utility Construction Company, LLC
PROJECT NAME:	Sidewalks Along Dauphin Island Parkway Between Old Military Road and I-10
PROJECT NO:	2025-2060-05 (TAPAA-TA17(938))
AMOUNT:	$197,588.00

Adopted:

_____
City Clerk

_____
Date

Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

Federal Aid Project No. TAPAA-TA17(938)

For

The City of Mobile

January 2025

Prepared by

NEEL-SCHAFFER
Solutions you can build upon

5 Dauphin Street
Suite 200
Mobile, AL 36602
(251) 471-2000
www.neel-schaffer.com

ADDENDUM NO. 1

May 19, 2025

ALDOT Transportation Alternative Projects

Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10
Federal Aid Project No: TAPAA-TA17(938)

BID DATE: MAY 21, 2025
2:30 p.m.

1. Question: In the advertisement it states the contractor must be licensed and self-perform 30% of the work. What license is needed?
   Response: At the time of Award, the Contractor shall hold a general contractor license from the State of Alabama in an area of similar work that will be required for this project. The license shall not statutorily preclude the Contractor from performing the work as a prime contractor. The prime contractor must self-perform 30% of the work in the contract.

2. Question: If you're a DBE Prime do you still need a DBE sub?
   Response: There is not a mandatory percentage of work required for a DBE subcontractor.

3. Question: Is certified payroll needed for the project?
   Response: Yes, certified payroll will be required from not only the prime contractor but also any subcontractors who work on the project.

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID. ATTACH TO INSIDE OF FRONT COVER OF THE BID DOCUMENT.

Neel-Schaffer, Inc.

Shane Bergin, PE, PTOE, PTP, RSP1

BIDDER: Jermaine Gaines

BY: Jermaine Gaines

DATE: 5-20-25

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY EMAILING THE SIGNED COPY TO THE ENGINEERS OFFICE BY 2:30 P.M., TUESDAY, MAY 20, 2025 (EMAIL: shane.bergin@neel-schaffer.com)

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MOBILE
ALABAMA

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 P.M. local time, May 21, 2025 and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project Name:	**Sidewalk on Dauphin Island Parkway Between Old Military Rd to I-10**
Project No:	**TAPAA-TA17(938)**
Project Description:	**Sidewalk Improvements**

Plans & contract documents may be obtained from the office of ***Neel-Schaffer, Inc., 5 Dauphin Street, Suite 200, Mobile, Alabama 36602*** upon payment of $ 25.00 . This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 2:30 P.M. on May 19, 2025.

A Mandatory Pre-Bid Conference will be held at City Traffic Engineering Department, 852 Gayle Street, Mobile, Alabama, on May 14, 2025 at 2:30 P.M. Significant items related to the proposed construction will be explained. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officier, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, Post Office Box 1827, Mobile Alabama 36633; "Bid for completion of ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)***, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES APRIL 23, APRIL 30, AND MAY 7, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: "Bid for completion of ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)***, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:
It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officier, director, or owner of, another person who is presently disqualified by ALDOT. Further details and deinitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:
The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:
If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date May 20, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Engineering Department and the drawings, as prepared by ***Neel-Schaffer, Inc.***, for the City Engineer, as well as the premises and the conditions affecting the work to be performed:

Project Name:	**Sidewalks on Dauphine Island Parkway Between Old Military Rd to I-10**
Project No:	**TAPAA-TA17(938)**
Project Description:	**Sidewalk Improvements**
Major work items include:	**Concrete Sidewalks, Crosswalks, and Signal Modifications**

The Bidder further agrees to construct the improvements in **40** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to ***Neel-Schaffer, Inc., 5 Dauphin Street, Suite 200, Mobile, Alabama 36602***. In order to receive consideration, the request must be received before 2:30 PM on May 19, 2025. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.

FEDERAL AID PROJECT NO. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

The following items shall be constructed in accordance with the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, except as modified in this contract:

Notes:

1. The following unit prices shall include all labor, materials, equipment, rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. All items shall confirm to the 2022 ALDOT Standard Specifications for Highway Construction or as amended by the Supplemental Specifications enclosed herein.

Base Bid

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
206-C1	189	Removing Concrete Sidewalk For twenty Dollars And Zero Cents per SQUARE YARD	$ 20.00	= $ 3,780.00
206-C2	78	Removing Concrete Driveway For twenty Dollars And Zero Cents per SQUARE YARD	$ 20.00	= $ 1,560.00
206-D	148	Removing Curb & Gutter For twenty Dollars And Zero Cents per LINEAR FOOT	$ 20.00	= $ 2,960.00
206-E	2	Removing Trees For one thousand eight hundred Dollars And Zero Cents per EACH	$ 1,800.00	= $ 3,600.00
210-A	210	Unclassified Excavation For twenty - two Dollars And Zero Cents per CUBIC YARD	$ 22.00	= $ 4,620.00
210-D	120	Borrow Excavation (Loose Truckbed Measure)(A-4 or Better) For twenty-four Dollars And Zero Cents per CUBIC YARD	$ 24.00	= $ 2,880.00
424-A	10	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Max Aggregate Size Mix, ESAL Range A/B For two hundred and thirty Dollars And Zero Cents per TON	$ 230.00	= $ 2,300.00
430B	10	Aggregate Surfacing (Crushed Aggregate Base, Type B) For Seventy Dollars And Zero Cents per TON	$ 70.00	= $ 700.00
600-A	1	Mobilization For five thousand Dollars And Zero Cents per LUMP SUM	$ 5,000.00	= $ 5,000.00
618-A1	610	Concrete Sidewalk, 4" Thick For sixty-eight Dollars And Zero Cents per SQUARE YARD	$ 68.00	= $ 41,480.00
618-B2	143	Concrete Sidewalk, 6" Thick (Includes Wire Mesh) For Seventy - five Dollars And Zero Cents per SQUARE YARD	$ 75.00	= $ 10,725.00
618-B	122	Concrete Driveway, 6" Thick For Seventy - five Dollars And Zero Cents per SQUARE YARD	$ 75.00	= $ 9,150.00
618-C	464	Detectable Warning Surface For forty Dollars And Zero Cents per SQUARE FOOT	$ 40.00	= $ 18,560.00

FEDERAL AID PROJECT NO. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
618-D	66	Curb Ramp For two hundred and thirty Dollars And zero Cents per SQUARE YARD	$ 230.00	= $ 15,180.00
620-A	2	Minor Structure Concrete For two hundred and fifty Dollars And zero Cents per CUBIC YARD	$ 250.00	= $ 500.00
623-B	87	Concrete Curb, Type A For twenty - five Dollars And zero Cents per LINEAR FOOT	$ 25.00	= $ 2,175.00
623-C	162	Combination Curb & Gutter, Type C For twenty - five Dollars And zero Cents per LINEAR FOOT	$ 25.00	= $ 4,050.00
641-R	2	3/4" Water Meter and Box Reset For four hundred Dollars And zero Cents per EACH	$ 400.00	= $ 800.00
645-K	1	Manhole Frame and Cover Reset For five hundred Dollars And zero Cents per EACH	$ 500.00	= $ 500.00
650-A	180	Topsoil For thirty - two Dollars And zero Cents per CUBIC YARD	$ 32.00	= $ 5,760.00
654-A	500	Solid Sodding (Bermuda) For seven Dollars And zero Cents per SQUARE YARD	$ 7.00	= $ 3,500.00
665-E	500	Polyethylene For four Dollars And eighty Cents per SQUARE YARD	$ 4.80	= $ 2,400.00
665-J	500	Silt Fence For four Dollars And eighty Cents per LINEAR FOOT	$ 4.80	= $ 2,400.00
665-O	500	Silt Fence Removal For three Dollars And seventy - five Cents per LINEAR FOOT	$ 3.75	= $ 1,875.00
665-Q	100	Wattle For ten Dollars And zero Cents per LINEAR FOOT	$ 10.00	= $ 1,000.00
666-A	1	Pest Control Treatment For one thousand four hundred Dollars And zero Cents per ACRE	$ 1,400.00	= $ 1,400.00
674-A	500	Construction Safety Fence For four Dollars And seventy - five Cents per LINEAR FOOT	$ 4.75	= $ 2,375.00
680-A	1	Geometric Controls For three thousand Dollars And zero Cents per LUMP SUM	$ 3,700.00	= $ 3,700.00

FEDERAL AID PROJECT NO. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
703-A	841	Traffic Contgrol Markings, Class 2, Type A For eight Dollars And zero Cents per SQUARE FOOT	$ 8.00	= $ 6,728.00
703-C	250	Removal of Existing Traffic Control Markings or Legends (Plastic) For five Dollars And zero Cents per SQUARE FOOT	$ 5.00	= $ 1,250.00
711-A	1	Roadway Sign Relocation For four hundred Dollars And zero Cents per LUMP SUM	$ 400.00	= $ 400.00
730-C	1	Traffic Control Unit (Dauphin Island Parkway at Old Military Road) For five thousand Dollars And zero Cents per LUMP SUM	$ 5,000.00	= $ 5,000.00
730-K	2	Traffic Signal Junction Box For one thousand five hundred Dollars And zero Cents per EACH	$ 1,500.00	= $ 3,000.00
730-L	50	2" Non-Metallic, Conduit For fifteen Dollars And zero Cents per LINEAR FOOT	$ 15.00	= $ 750.00
730-Y	1	Furnishing and Installing Pedestal Pole and Foundation w/LED Pedestrian Signal Head For four thousand three hundred Dollars And zero Cents per LUMP SUM	$ 4,300.00	= $ 4,300.00
740-B	340	Construction Signs For ten Dollars And fifty Cents per SQUARE FOOT	$ 10.50	= $ 3,570.00
740-D	100	Channelizing Drums For seventy - one Dollars And twenty Cents per EACH	$ 71.20	= $ 7,120.00
740-E	100	Cones (36 Inches High) For twenty - one Dollars And forty Cents per EACH	$ 21.40	= $ 2,140.00
741C	2	Portable Sequential Arrow and Chevron Sign Unit For one thousand two hundred Dollars And zero Cents per EACH	$ 1,200.00	= $ 2,400.00
756-A	150	6" Electrical Conduit, 1 Line, Type 5 Installation For forty Dollars And zero Cents per LINEAR FOOT	$ 40.00	= $ 6,000.00

TOTAL BASE BID = $

$ 197,588.00

TOTAL PROJECT BID

Total (All Items Listed in Proposal) $197,588.00

Written in words One hundred ninety-seven thousand Five hundred eighty-eight dollars and zero cents

Number of working days to complete project 40 Base Bid

Signature of Bidder Jermaine Gaines
(If a firm or individual)

Address of Bidder 712 Lakeside Dr Mobile, AL 36693

By Jermaine Gaines

Signature of Bidder _____
(If a Corporation)

By _____
President

Business Address _____

_____
Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Jaquita Peoples
Secretary

58048
State License Number

Corporate Seal

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for HighwayConstruction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

Jermaine Gaines
(Partnership, Joint Venture, Corporation or Individual)

By: Jermaine Gaines
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

20th day of May, 2025.

Jaquita Peoples
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

JAQUITA PEOPLES
MY COMMISSION EXPIRES
NOTARY PUBLIC
08-15-2028
ALABAMA STATE AT LARGE

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Gaines Utility Construction Company, LLC
(Name of Contractor)
712 Lakeside Drive, Mobile, AL 36693
(Address)
as Principal, and Capitol Indemnity Corporation
(Name of Surety)
1600 Aspen Commons, Middleton, WI 53562
(Address)
as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)***.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered 05/21/2025 (Date)
Gaines Utility Construction Company, LLC
(Contracting Firm)
Witness as to Principal By: _____ (SEAL)
Capitol Indemnity Corporation (Name of Surety)
COUNTERSIGNED: _____
Alabama Resident Agent By B. Doyle Campbell, Attorney-in-Fact & Alabama Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1959923
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------B. DOYLE CAMPBELL----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION,** a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of May, 20 25.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

Bond No. CIC1964738

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Gaines Utility Construction Company, LLC

_____ as Principal and Capitol Indemnity Corporation

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Hundred Ninety Seven Thousand Five Hundred Eighty Eight and 00/100*** Dollars ($ $197,588.00***) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2025 (hereinafter called the Contract) for ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)*** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____,2025

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

Gaines Utility Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: Owner
(Title)

ATTEST:

_____
(Signature)

ITS: _____

Capitol Indemnity Corporation
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: B. Doyle Campbell, Attorney-in-Fact
(Title) & Alabama Resident Agent

ATTEST:

_____
(Signature)

ITS: Witness
(Title)

Corporate Seal

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964738
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------B. DOYLE CAMPBELL; TRACY VANCLEAVE----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this_____ day of_____, 20_____.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Gaines Utility Construction Company, LLC

712 Lakeside Drive, Mobile, AL 36693
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Capitol Indemnity Corporation

1600 Aspen Commons, Middleton, WI 53562
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Hundred Ninety Seven Thousand Five Hundred Eighty Eight and 00/100*** dollars ($ $197,588.00***), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2025 entered into a Contract with the Owner for ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)*** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2025

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

Gaines Utility Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: Owner
(Title)

ATTEST:

_____
(Signature)

ITS: _____

Capitol Indemnity Corporation
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: B. Doyle Campbell, Attorney-in-Fact
(Title) & Alabama Resident Agent

ATTEST:

_____
(Signature)

ITS: Witness
(Title)

Corporate Seal

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964738
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------B. DOYLE CAMPBELL; TRACY VANCLEAVE----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 20_____.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.

5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form,including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

    Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. OMITTED.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. OMITTED.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. OMITTED.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 424A Superpave Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

This AGREEMENT ("Agreement" is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and Gaines Utility Construction Company LLC, (hereinafter referred to as "Contractor"), an Alabama limited liability company with its principal office at 712 Lakeside Dr Mobile, AL 36693.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name:	**Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10**
Project No:	**TAPAA-TA17(938)**
Project Description:	**Sidewalk Improvments**
Major work items include:	**Concrete Sidewalk, Crosswalks, & Signal Modifications**

Federal Aid Project Number **TAPAA-TA17(938)**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 197,588.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:
(2) Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:
(3) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(4) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:
(5) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an

acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(6) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(7) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

LOCAL PUBLIC AGENCY (LPA):

(9) Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(10) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(11) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(12) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(13) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY TRAFFIC ENGINEER.

WAGE SCALE:

(14) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(15) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(16) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY TRAFFIC ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(17) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(18) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(19) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may

be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(20) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(21) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(22) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(23) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(24) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(27) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

(28) By signing this contract, the CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

NONDISCRIMINATION CLAUSE:

(29) The CONTRACTOR shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the Contractor by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____
CITY CLERK

WITNESSES:

_____

CITY OF MOBILE

BY: _____
ITS MAYOR

CONTRACTOR:

Jeanne Gaines
_____
AN INDIVIDUAL

_____
CONTRACTOR: (IF CORPORATION)

BY: _____
ITS PRESIDENT

ATTEST:

_____
ITS SECRETARY

CORPORATE SEAL

_____
DATE

State of Alabama }
County of Mobile }

I, Jaquita Peoples the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Jeanne Gaines, whose name as Owner of GLCC, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such Owner, and with full authority, executed the same voluntarily for and as the act of said limited liability company.
Given under my hand and official seal this 30th day of July, 2025.

Jaquita Peoples
_____
Notary Public, State of Alabama

Print Jaquita Peoples

My commission expires: 08/15/2028

JAQUITA PEOPLES
MY COMMISSION EXPIRES
NOTARY PUBLIC
08-15-2028
ALABAMA STATE AT LARGE

(Seal)

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number: TAPAA-TA17(938)

County: Mobile

Contractor: Gaines Utility Construction Company, LLC

Mailing Address: 772 Lakeside Dr Mobile AL 36693
Street City State Zip

Telephone Number: 251 307-2407
A.C.

Employer Identification Number: 822550320

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: $ 197,588.00

Estimated Starting Date: 9-1-25 Estimated Completion Date: 10-17-25

Signed: Jennifer Gaines Date: 7-29-25
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

13- Affirmative Action To Ensure Equal Employment Opportunity

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

    The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

    No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION (A-2-4 OR BETTER)*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMITTED

6. OMITTED

7. *SECTION 620, PAY ITEM 620-A MINOR STRUCTURE CONCRETE, SUB-SECTION 620.05 BASIS OF PAYMENT* SHALL BE **MODIFIED** AS FOLLOWS:

Delete the following portion from the first sentence of the paragraph:

"except reinforcing steel."

Replace it with the following:

"including reinforcing steel."

8. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A *SOLID SODDING*:

654A

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. OMIT

11. OMITTED

SPECIAL PROVISIONS
PROJECT No. TAPAA-TA17(938)
THE CITY OF MOBILE
MOBILE, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the 2022 Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

S.P. CODE	SPECIAL PROVISION
FHWA-1273	Form FHWA-1273-Revised October 23, 2023
22-LPA-001	General Provisions for Projects let by LPA (with prequalification)
22-LPA-002	Acceptance for Projects let by LPA
22-WR0049(4)	Davis Bacon Wage Rates
22-FH0002	Title VI Assurance
22-FH0003	Non-Discrimination Statues and Authorities
22-FH0004	Special Training Responsibilities of Equal Employment Opportunity Requirements
22-FH0005	Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity
22-GA0008	Asphalt Pavement
22-GA0010(2)	Work Performed and Progress Based Pay Items
22-GA0011	Oversize/Overweight Permit
22-GA0013	Roadway Signs
22-GA0015	Moving and Covering Traffic Control Signs
22-GA0016	Traffic Signal
22-GA0027	Cement
22-GA0028	Build America Buy America
22-GA0036	Contractor's Advertisement of Completion
22-LD0001	Liquidated Damages

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in **§ 5.28, that the applicable standards of the Davis**-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that **is held by the same prime contractor (as defined in § 5.2). The** necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of **any of the applicable statutes referenced by § 5.1, available for** inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be **grounds for debarment action pursuant to § 5.12. In addition,** any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) **or § 5.12(a).**

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) **or § 5.12(a).**

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same **prime contractor (as defined in § 5.2). The** necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars ($50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

"General Decision Number: AL20240164 01/05/2024

Superseded General Decision Number: AL20230164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

ELEC0505-001 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 28.55	3%+8.86

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20 **	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

IRONWORKER, REINFORCING	$ 17.70		0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98	**	0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45		0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.54	**	0.00
OPERATOR: Roller	$ 15.87	**	0.00
OPERATOR: Scraper	$ 13.30	**	0.00
PAINTER (Brush and Roller)	$ 15.97	**	1.27
TRAFFIC CONTROL: Flagger	$ 14.00	**	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 14.58	**	0.00
TRUCK DRIVER: Dump Truck	$ 16.04	**	0.00
TRUCK DRIVER: Flatbed Truck	$ 15.00	**	0.00
TRUCK DRIVER: Lowboy Truck	$ 16.79	**	0.00
TRUCK DRIVER: Pickup Truck	$ 15.05	**	0.00
TRUCK DRIVER: Semi-Trailer Truck	$ 15.56	**	0.00
TRUCK DRIVER: Water Truck	$ 13.50	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
   (1) Ceases to be signatory to a Hometown Plan covering that trade;
   (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
   (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022 GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106
CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401
BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE SUBARTICLE 401.01(b)					
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m²} of Treatment **	
		Size	cu. ft./ sq. yd. {m³/m²}	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 - 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 - 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 - 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 - 0.21 {0.81-0.95}	0.20 - 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 - 0.25 {1.00-1.13}	0.25 - 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 - 0.29 {1.18-1.31}	0.31 - 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 - 0.36 {1.49-1.63}	0.38 - 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 - 0.58 {2.49-2.63}	0.62 - 0.65 {2.81 - 2.94}

* Appropriate rate will be set by engineer within the maximum and minimum range
** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.
*** Aggregate for this treatment shall be crushed aggregate.
**** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410
ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording "Wearing Surface".

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superevelation when directed.

SECTION 420
POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max.[1]
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. [2]
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive [3]	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 [4]	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-

1. Sieve test may be waived based on successful application in the field.
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.
4. ASTM D 5546 may be used when polymers block the filter during the test.

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423
STONE MATRIX ASPHALT (SMA)
(FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424
SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804
ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 58-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 64-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		

Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	Grade PG 67-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 76-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 %@ 10°C	AASHTO T 301[1]
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

[1]The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5
SPECIFICATIONS FOR EMULSIFIED ASPHALTS

	VISCOSITY GRADE										
	NTSS-1HM Min-Max	NTQS-1HL Min-Max	CMS-2, CMS-2h, CSS-1, CSS-1h, CRS-2 CRS-2p* CRS-2l*	AE-P Min-Max	CMS-1hp Min-Max	CRS-1h Min-Max	CBC-1HT BC-1HT Min-Max	CRS-2h CRS-2hp* Min-Max	CQS-1h CQS-1hp* Min-Max	CNTT-1hs Min-Max	AASHTO TESTS
AASHTO M 208			Meet								T 59
Elastic Recovery Minimum 50 % @ 50°F {10°C}	--		50 % for CRS-2p and CRS-2l	--	50%	-_	--	50% for CRS-2hp	50% for CQS-1hp	--	T 301 **
Viscosity, Saybolt Furol: @ 77 °F {25 °C}, Sec	25 500	100	--	10 50	30 400	--	--	200 500	20 150	0 100	T 59
@ 122 °F {50 °C}, Sec	--		--	-- --	-- --	15-100	10 - 100		-- --	--	T 59 *See Note #4
Settlement, 5 days, %	-- 5		--	-- 5		-- --	-- --	-- --	-- --		T 59
Storage Stability Test 24 hr., %	-- 1.0	-- 1.0	--	-- --	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	1.0	T 59
Demulsibility, 35 m/0.8% Sod. Dioctyl Sulfosucinate, %	--		--	-- --	--	- --	- --	60 --	-- --	-- --	T 59
Particle Charge	Negative	Non-ionic	Positive	-- --	Positive	Positive	Positive	Positive	Positive	Positive	T 59
Sieve Test, %	--	-- 0.10	--	-- 0.10	-- 0.10	-- 0.10	-- 0.30	-- 0.10	-- 0.10	0.10	T 59
Distillation: Oil Distillate or Naphtha, by Volume of Emulsion, %	-- 1.0		--	-- 12	-- 3.0	-- 3.0	--	-- 3.0	-- --	3.0	T 59
Residue by Distillation, %	50 --	60 --	--	45 --	50 --	55 --	50 -	65 --	60 --	50 --	T 59
Stone Coating Test, % Coated	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #1
Modified Sand Coating	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #2
Tests on Residue from Distillation:			--	20 --							
Float Test @ 140 °F {60 °C}, Sec.	--	--	--	97.5 --				-- --	-- --	--	See Note #3
Solubility in CLCH:CCL2, %	--	--	--	-- --				97.5 --	97.5 --	--	T 44
Ductility @ 77 °F {25 °C}, cm	--	--	--	-- --				60 --	40 --	--	T 51
Ash, % by Mass	--	--	--	-- --				-- --	-- --	--	T 111
Specific Gravity, 77 °F/ 77 °F {25 °C/25 °C}	--	--	--	-- --				-- --	-- --	--	T 228
Softening Point	65°C --	60°C --	-- --	-- --	40°C -	49°C --		-- --	-- --	49°C --	T 53
Dynamic Shear@67°C (G`/sinδ, 10rad/s), kPa	-- --	1.0 --	-- --	-- --	-- --	-- --		-- --	-- --	-- --	T 315
MSCR@67°C, J_{nr} @3.2/kPa	-- --	-- --	-- --	-- --	-- --	-- --	- 2.0	-- --	-- --	-- --	T 350
Penetration 77 °F {25 °C}, 100 g. 5s	-- 20	20 --	--	-- --	45-90	40 90		70 100	60 110	40 90	T 49

* All CRS-2p, CRS-2hp, CRS-2l, and CQS-1hp shall contain a minimum of 3.0 % polymer by volume. CRS-2p shall meet the requirements given in AASHTO M 316 with the exception of polymer content. All polymers shall conform to the requirements given in Section 811. All Elastic Recovery failures will be subject to FTIR scans for acceptability.
** The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023 GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,
Days Charged = Number of days charged towards the completion of the work.
CT = Original Contract time. (Days)
TE = Number of days of time extension. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_1 = Payments for Extra Work paid by Force Account. (Dollars)
AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)
PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "$(WP + FA_1)$ / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP - EW is greater than OC - PBPI.)

Where,
TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)
CT = Original Contract time. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)
EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)
OC = Original Contract Amount. (Dollars)
$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698
CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_2$ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WPce - WPpe) / (OC- $PBPI_2$)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,
CA = Amount of Cost Adjustment (Dollars)
P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)
CFI = Current Fuel Index (the current month's CFI is defined above)
BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to $_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022 GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023 GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710
ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

710-A Class _*_Sign Panels - per square foot {square meter}
710-B Roadway Sign Post (_Description & Size_) - per linear foot {meter}
710-C Removal of Existing Roadway Signs - per lump sum
* Appropriate Class

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.
Reflective sheeting on any unit is clean and in good repair.
All legends and messages are sharp, clean and legible.
Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the deletion of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

740-A Traffic Control Scheme - per lump sum
740-B Construction Signs - per square foot {square meter}
740-C Special Construction Signs - per square foot {square meter}
740-D Channelizing Drums - per each
740-E Cones (36 inches {900 mm} high) - per each
740-F Barricades, Type ____ - per each
740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
740-H Delineators - per each
740-I Warning Lights, Type ____ - per each
740-J Electric Incandescent or Fluorescent Light - per each
740-K Area Light - per each
740-L Vertical Panel Type __* , ___** Sided - per Each
740-O Pilot Car - per each
740-P Portable Rumble Strips - per lump sum

* Specify either I or II
** Specify either Single or Double

SECTION 880
SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 - T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts ≤ ¼"	ASTM B 211 Alloy 2024 - T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 - T4
Rivets	ASTM B 316 Alloy 6053 - T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 - T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022 GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730
TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

730-A Removal of Existing Traffic Control Unit *(1) (2)* - per lump sum
730-C Furnishing and Installing Traffic Control Unit *(2)* - per lump sum
730-E Metal Traffic Signal Pole Foundation - per each
730-F Metal Traffic Signal Pole with *(3)* Mast Arm Assembly - per each
730-G Traffic Signal Pole, (4), (5) - per each
730-H Loop Wire - per linear foot {meter}
730-I Loop Detector Lead-In Cable - per linear foot {meter}
730-J Vehicle Loop Detector - per each
730-K Traffic Signal Junction Box (6) - per each
730-L *(7), (8)*, Conduit - per linear foot {meter}
730-M Interconnect Cable, *(9), (10)* AWG, *(11), (12)* - per linear foot {meter}
730-N Luminaire Extension Assembly, *(13)* feet {meters} - per each
730-O Illuminated Sign Assembly (14) (15) - per each
730-P *(16)* Signal Head, *(17)* Section, Type *(18)* - per each
730-Q Miscellaneous Equipment, (19) - per each
730-R Controller Assembly, Type *(20), (21)* Output Phase Channels - per each
730-S *(22)* Traffic Signal Preemption *(23) (24) (2)* - per lump sum
730-T Electrical Power Service Assembly (25) - per each
730-U *(26)* Detection System *(2)* - per lump sum
730-Y *(27)* Pedestal Pole and Foundation with *(28)* - per lump sum

(1) Specify Partial or Temporary if required
(2) Specify Intersection Location
(3) Specify Length of Mast Arm
(4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
(5) Specify State Furnished if required
(6) Specify Size (Type S1, Type S2, or Type S3)
(7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
(8) Specify Type (metallic or non-metallic)
(9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
(10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
(11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

(12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
(13) Specify Arm Length in Feet {Meters}
(14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
(15) Specify Power Source (Solar, or Utility Powered)
(16) Specify Vehicular or Pedestrian
(17) Specify Number of Sections
(18) Specify Type (Incandescent, Optically Programmed, or LED)
(19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
(20) Specify Type (NEMA or ATC)
(21) Specify Number of Output Channels (8, 16, or 32)
(22) Specify Type (Acoustical, Optical or GPS)
(23) Specify Whether or not Software is Required (With Software, or Without Software)
(24) Specify Whether or not Training is Required (With Training, or Without Training)
(25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
(26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
(27) Specify (Furnishing and Installing, Removal of, or Relocation of)
(28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022 GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815
CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:
   a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.
   b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.
   c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.
   d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.
   e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.
2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.
3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.
2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023 GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106
CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than $2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023 GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.

b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.

c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022 GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 200,000	$1325	$2650
200,000	10,000,000	2725	5450
10,000,000	------	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

HR-DBE
Revised 06-08-2011

Date: 5-20-25

Letting Date: 5-21-25

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: Jermaine Gaines **PROJECT NUMBER:** TAPAA-TA17(938) **COUNTY:** Mobile

Quoter's Name	*Address*	*Telephone Number*	*DBE/Non-DBE*

Form OE-110
Revised 12-2018

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Original ☒
Revised ☐

Project Number: TAPAA-TA17(935)
County: Mobile, AL
Letting Date: 5-21-25
Percent DBE Utilization Required: none

Contractor Name: Jermaine Gaines
Address: 712 Lakeside Dr
Mobile, AL 36693
Contract Amount: $ 197,588.00

DBE Firm Name & Certification Number	Type of Firm[3]	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Joint[4] Checks	Dollar Amount
Name: Gaines Utility Construction Company, LLC Cert. Number: 07-01301	DBE	100%	entire scope of contract		197,588.00
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					

Instructions:
1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: $ 197,588.00

Required Dollar Amount of DBE Utilization: none

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____.

County: _____.

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____.

County: _____.

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Form DBE-11
Revised 12-2016

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within five (5) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

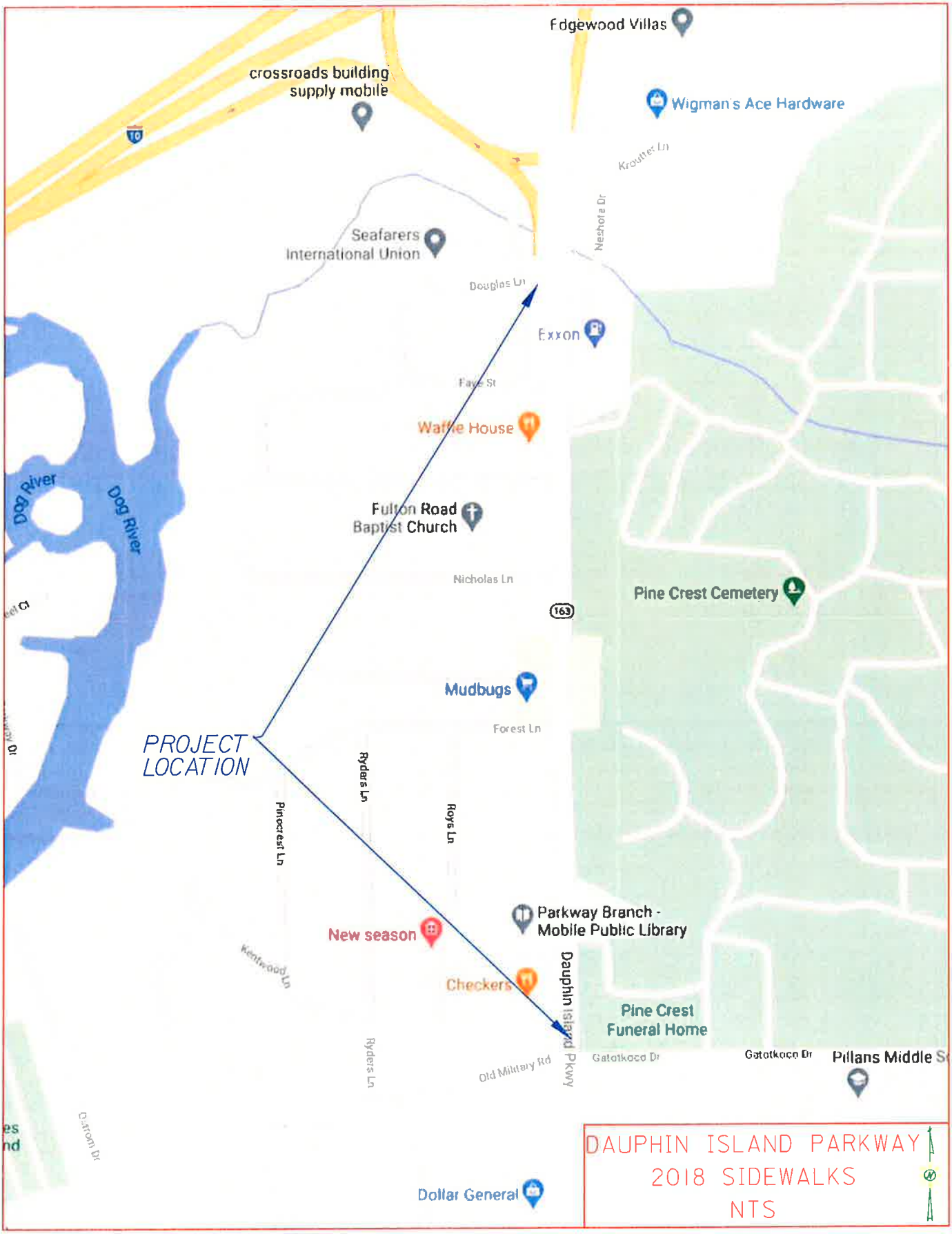
   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

ATTACHMENT "A"
LOCATION


Edgewood Villas
crossroads building supply mobile
Wigman's Ace Hardware
Seafarers International Union
Exxon
Waffle House
Fulton Road Baptist Church
Dog River
Dog River
Nicholas Ln
Pine Crest Cemetery
163
Mudbugs
Forest Ln
PROJECT LOCATION
Ryders Ln
Pinecrest Ln
Roys Ln
Parkway Branch - Mobile Public Library
New season
Checkers
Dauphin Island Pkwy
Pine Crest Funeral Home
Gatotkoca Dr
Old Military Rd
Dollar General
DAUPHIN ISLAND PARKWAY
2018 SIDEWALKS
NTS

ATTACHMENT "B"
CONTRACTOR'S INSURANCE CERTIFICATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
11 W I-65 Service Road N
Suite 195
Mobile AL 36608

CONTACT NAME: Charlie McVea
PHONE (A/C, No, Ext): 205-558-7840 FAX (A/C, No): 251-470-1050
E-MAIL ADDRESS: charlie_mcvea@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Progressive Specialty Insurance Company	32786
INSURER C : The Sheffield Fund	
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED GAINUTI-01
Gaines Utility Construction Company, LLC
712 Lakeside Drive
Mobile AL 36693

COVERAGES **CERTIFICATE NUMBER:** 1265284226 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7038771792	3/25/2025	3/25/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			995078333	3/25/2025	3/25/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			7038774482	3/25/2025	3/25/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3666300	1/1/2025	12/31/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A		HDOG48955940	1/1/2025	12/31/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability coverage includes Blanket Additional Insured and Primary Non-Contributory status only as per written contract.

Auto Liability coverages includes Blanket Additional Insured and Blanket Waiver of Subrogation status only as per written contract.

Workers Compensation coverage includes Blanket Waiver of Subrogation status only as per written contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36623-1927

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GAINES UTILITY CONSTRUCTION COMPANY LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
712 LAKESIDE DR

Requester's name and address (optional)

6 City, state, and ZIP code
MOBILE, AL 36693

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	2	–	2	5	5	0	3	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 7-30-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 539447

Client Company ID Number: 2735813

Approved by:

Employer Gaines Utility Construction Company, LLC	
Name (Please Type or Print) Jermaine Gaines	**Title**
Signature Electronically Signed	**Date** 07-17-2025
E-Verify Employer Agent SOURCEPOINTEHR LLC	
Name (Please Type or Print) TERICA RICHARDSON	**Title**
Signature Electronically Signed	**Date** 07-17-2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07-17-2025

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 539447

Client Company ID Number: 2735813

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Gaines Utility Construction Company, LLC
Company Facility Address	712 Lakeside Drive Mobile, AL 36693
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	822550320
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

ATTACHMENT "C"

DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2018-3005-16C
TRINITY GARDENS – 2018 STREET AND DRAINAGE IMPROVEMENTS
(HARPER AVE AND GREENBACK DR)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2021.

Surety Company

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2018-3005-16C
TRINITY GARDENS – 2018 STREET AND DRAINAGE IMPROVEMENTS
(HARPER AVE AND GREENBACK DR)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 2021.

By:_____

Title:_____

Notary Public:_____
My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP D7 Senior Center

CAPITAL PROJECT #: F535-001 (20002000-48010)

CONTRACT AMOUNT: $366,782.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-049-25

PROJECT DESCRIPTION: The work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.

VENDOR NAME: JPayne Organizations, LLC

VENDOR NUMBER: 294936

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)

Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___*Emma Dean* – **Office Assistant II** **Date:** ___**10/07/2025**

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: JPayne Organizations, LLC

Project Name: CIP D7 Senior Center

Project Number: PR-049-25

Amount: $366,782.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP D7 Senior Center

CAPITAL PROJECT #: F535-001 (20002000-48010)

CONTRACT AMOUNT: $366,782.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-049-25

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CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: Emma Dean – Office Assistant II **Date:** 10/07/2025

10.06.2025

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled “CIP D7 Senior Center” in the amount of $366,782.00.

We look forward to continued communication on this important project. Please call me at (251) 208-7627 or email me at elizabeth.miller@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Miller, Elizabeth
Project Manager
Architectural Engineering
(251) 208-7627

Information on this project is follows:

Commitment Type:	Performance
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

JPayne Organizations, LLC
2655 Airport BLVD
Mobile, AL 36606

City Business License No.: 79742
Secretary of State No.: 000-429-657

For the following Project:

CIP D7 Senior Center
6024 Lorma Road
Mobile, Alabama 36608

Project Number: PR-049-25

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and JPayne Organizations, LLC (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at 2655 Airport BLVD Mobile, AL 36606.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: City Insurance [Required]
Exhibit E: E-Verify Documents [If Applicable]
Exhibit F: Bidding And Contract Requirement Documents

,attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a bid package on August 6, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of CIP D7 Senior Center (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Sixty Six Thousand Seven Hundred Eighty Two and 00/100 ($366,782.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$ 336,782.00
Contingency Allowance:	$30,000.00
Total Bid:	$366,782.00
Alternate: (if none available put N/A)	N/A
Total Contract Sum:	$366,782.00

B. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $366,782.00 for the entire

Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

a. The amount of each progress payment shall first include:
    i. That portion of the Contract Sum properly allocable to completed Work;
    ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
    iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:
    i. The aggregate of any amounts previously paid by the City;
    ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
    iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
    iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
    v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
        ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

        The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks., as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of once per week for a minimum of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county

in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that JPayne Organizations, LLC has completed the contract for CIP D7 Senior Center, 6024 Lorma Road, Mobile, Alabama 36608, Project #PR-049-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives,

subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property Damage	$1,000,000 each occurrence; or
3. Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.

3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Citys of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract

Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of

commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City

and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than Ninety (90) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings
See Exhibit "F", List of Drawings and Specifications

D. Specifications
See Exhibit "F", List of Drawings and Specifications

E. Addenda, if any:

Number	Date
Addendum No. 1	August 15, 2025
Addendum No. 2	August 19, 2025
Addendum No. 3	August 26, 2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:
N/A

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Master Agreement Between City of Mobile and Contractor for a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond Certificate of Liability Insurance (Sample COI) E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
g.	Section 00700	General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within

the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

XII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be

notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance

within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
JPayne Organizations, LLC
c/o Joseph Payne, Managing Partner
Contractor's Authorized Agent
2655 Airport Blvd
Mobile Al 36606

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Joseph Payne, Managing Partner
Printed Name and Title

Date: 9/23/2025

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Joseph Payne whose name as Managing Partner of the JPayne Organizations LLC, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 23rd day of September, 2025

Desiree M Coats
Notary Public
Print DESIREE M. COATS
My commission expires: 04-01-2029

(Seal)



CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

CIP D7 SENIOR CENTER
PR-049-25

SUMMARY OF WORK EXHIBIT A:

Base Bid: The Work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

Bond No.: 1001200232

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, JPayne Organizations, LLC, 2655 Airport BLVD Mobile, AL 36606, hereinafter called the Principal, and American Contractors Indemnity Company, 801 S. Figueroa St, Suite 700, Los Angeles, CA 90017, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Sixty Six Thousand Seven Hundred Eighty Two and 00/100 ($366,782.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete CIP D7 Senior Center (PR-049-25) 6024 Lorma Road Mobile, Alabama 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph Payne, Managing Member

SURETY
Company: American Contractors Indemnity Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Bradford J. Quiri, Attorney-In-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: N/A
Address: N/A

Phone and Fax: N/A

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

Bond No.: 1001200232

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, JPayne Organizations, LLC, 2655 Airport BLVD Mobile, AL 36606 , as Principal, and American Contractors Indemnity Company, 801 S. Figueroa St, Suite 700, Los Angeles, CA 90017, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Sixty Six Thousand Seven Hundred Eighty Two and 00/100 ($366,782.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete CIP D7 Senior Center (PR-049-25) 6024 Lorma Road Mobile, Alabama 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Bradford J. Quiri, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title:
Joseph Payne, Managing Member

SURETY
Company: American Contractors Indemnity Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Bradford J. Quiri, Attorney-In-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: N/A
Address: N/A

Phone and Fax: N/A

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber, Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____day of_____, _____.

Corporate Seals
Bond No. 1001200232
Agency No. 19903 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit tmhcc.com/surety for more information

763-543-6993
Fax 763-512-0430

CCI SURETY

Toll Free 1-866-317-3294

1710 N. Douglas Dr., Suite 110 • Golden Valley, MN 55422

September 23, 2025

Obligee Name: City of Mobile
Obligee Address: P.O. Box 1827, Mobile, AL 36633

Subject: Authority to Date Bonds and Powers of Attorney
Principal: JPayne Organizations, LLC
Bond No.: 1001200232
Project: CIP D7 Senior Center (PR-049-25) 6024 Lorma Road Mobile, Alabama 36608

Dear Sir or Madam,

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement, but not earlier than the date of this letter.

Once dated, please send a copy of the ***dated*** bond to our office:

Amanda Quigley
1408 N. Westshore Blvd., Suite #120
Tampa, FL 33607

Best Regards,

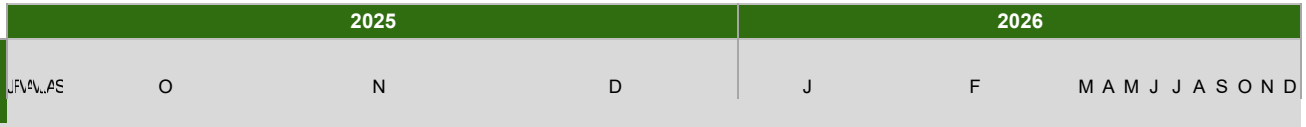
Bradford J. Quiri, Attorney-In-Fact
bradford_quiri@rpsins.com

JPayne Construction Schedule

Hillsdale Senior Center Construction Schedule

Completed HIGHLIGHTED

UPDATED9/24/25



TASK DESCRIPTION	PLAN START	PLAN END	TYPE
			Color
Mobilization	10/15/2025	1/15/2026	G
Demo	10/15/2025	10/20/2025	P
Electrical Roughin	10/20/2025	11/20/2025	R
Plumbing Roughin	10/20/2025	11/20/2025	B
HVAC Roughin			P
			R
Electrical Topout	12/1/2025	12/18/2025	X
Plumbing Topout	12/1/2025	12/18/2025	G
HVAC Topout	12/1/2025	12/18/2025	B
			Y
Door Installation	12/15/2025	12/15/2025	G
Window Installation	11/15/2025	11/20/2025	
Floor Installation	1/1/2026	1/7/2026	
			X
Cabinet & Counter	1/2/2026	1/8/2026	R
Painting	12/8/2025	12/16/2025	
			X
			B
			Y

Construction Schedule Template © 2017 by Vertex42.com

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AN
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO: 1/0/1900

A	B	C	D	E	F	G		H	I
Item No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**Mobilization**	$27,282.00				$0.00	0.00%	$27,282.00	$0.00
2	**Demo**	$6,000.00				$0.00	0.00%	$6,000.00	$0.00
3	**Electric**	$85,000.00				$0.00	0.00%	$85,000.00	$0.00
4	**HVAC**	$65,000.00				$0.00	0.00%	$65,000.00	$0.00
5	**Plumbing**	$67,000.00				$0.00	0.00%	$67,000.00	$0.00
6	**Flooring**	$9,000.00				$0.00	0.00%	$9,000.00	$0.00
7	**Painting**	$7,000.00				$0.00	0.00%	$7,000.00	$0.00
8	**Cabinet & Counter**	$15,000.00				$0.00	0.00%	$15,000.00	$0.00
9	**Window**	$25,000.00				$0.00	0.00%	$25,000.00	$0.00
10	**Carpentry**	$9,000.00				$0.00	0.00%	$9,000.00	$0.00
13	**Doors**	$7,000.00				$0.00	0.00%	$7,000.00	$0.00
14	**Soffit Work**	$14,500.00				$0.00	0.00%	$14,500.00	$0.00
15						$0.00	#DIV/0!	$0.00	$0.00
16	**Contingency**	$30,000.00				$0.00	0.00%	$30,000.00	$0.00
17						$0.00	#DIV/0!	$0.00	$0.00
18						$0.00	#DIV/0!	$0.00	$0.00
19						$0.00	#DIV/0!	$0.00	$0.00
20						$0.00	#DIV/0!	$0.00	$0.00
21						$0.00	#DIV/0!	$0.00	$0.00
22						$0.00	0.00%	$0.00	$0.00
23						$0.00	0.00%	$0.00	$0.00
24						$0.00	0.00%	$0.00	$0.00
25						$0.00	0.00%	$0.00	$0.00
26						$0.00	0.00%	$0.00	$0.00
27						$0.00	0.00%	$0.00	$0.00
28						$0.00	0.00%	$0.00	$0.00
	SUBTOTALS PAGE 2	$366,782.00	$0.00	$0.00	$0.00	$0.00	0.00%	$366,782.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	JPayne Organization LLC
Address	2655 Airport Blvd Mobile Al 36606
Telephone	251-454-1154
E-Mail	J.Payne@Live.com

RFP/RFQ Solicitation Number	PR 049-25
Project Description	D7 Senior Center
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 6 Female 1 Minority 7 Non-minority _____ SDVO _____ Total number of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature: _____ Date: 8/26/25

Title: Managing Partner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Joseph Payne Title: Managing Partner

Email: J.Payne@Live.com Phone: 251-471-1154

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company JPayne Organization LLC Your Bid/Proposal Amount $ 373782 Date: 8/26/25

Description D7 Senior Name of Bidder/Proposer: Joseph Payne

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
JPayne Organization	2514541154.	Manage all other.	100,000.	32%.	Y	
Roto Rooter.	2515103521	Plumbing.	50,000.	16%.	N	
Brunsons	2516542581.	HVAC.	57000.	18%.	N	
New Rock	2514214132.	Electrical.	85000.	27%.	N	
Port City Glass.	2513799934	Window.	25000.	8%.	N	
Ladsco.	4793669460.	Doors.	6000.	2%.	N	
WXP LLC.	2516899608.	Carpentry.	11000.	4%.	N	
Freedom Construction.	2512696435.	Demolition.	7000.	3%.	N	

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization LLC

Contact Person: Joseph Payne Phone: 251 454-1154 Email: J.Payne@live.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**DBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **jpayne organization**

Joseph Payne	Owner
Name (Please Type or Print)	**Title**
	6/26/13
Signature	**Date**

E-Verify Employer Agent **Alabama Department of Homeland Security**

Donyelle Marshall	
Name (Please Type or Print)	**Title**
Electronically Signed	06/26/2013
Signature	**Date**

Department of Homeland Security – Verification Division

Name (Please Type or Print)	**Title**
Signature	**Date**

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address:	2655 airport blvd
	mobile, AL 36606
County or Parish:	MOBILE
Employer Identification Number:	202394360
North American Industry Classification Systems Code:	813
Administrator:	Joseph Payne
Number of Employees:	1 to 4

Alabama Secretary of State

JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/ RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

Browse Results New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 251-660-0076 **FAX (A/C, No):** 251-660-1594 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** CRC/Evanston Ins Co **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED JPayne Organizations, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☑ PRO-JECT ☐ LOC	X	X	3AA932476	09/04/25	09/04/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CIP D7 Senior Center PR-049-25

City of Mobile is included as additional issured with respect to general liability , the general liability shall be primary non contributory with any other insurance in force, waiver of subrogation applies in favor of the City of Mobile a 30 day notice of cancellation for non renewal or material change shall apply except 10 days for non payment

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard F. Thompson Sr.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

STATE FARM INSURANCE
STEVE HOLLEY, AGENT
7221 GRELOT RD STE A
MOBILE AL 36695

CONTACT NAME: ASHLEY BUTLER
PHONE (A/C, No, Ext): 2517767797 FAX (A/C, No): 2517767705
E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JPAYNE ORGANIZATION, LLC
JOSEPH PAYNE
2655 AIRPORT BLVD
MOBILE AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	225 8175-E20-01C	05/20/2025	11/20/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	01-BZ-M431-8	04/29/2025	04/29/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile is included as an Additional Insured in respect to Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
CIP D7 Senior Center : PR-049-25

CERTIFICATE HOLDER

City of Mobile
PO BOX 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley Butler

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): +1 800 431 4836	COMPANY
INSURANCELINK PO BOX 10197 JACKSONVILLE, FL 32247-0197		American Zurich Insurance Company
FAX (A/C, No):	E-MAIL ADDRESS: info@insurancelinkdirect.com	
CODE: 61146437	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
JPayne Organization LLC 2655 Airport Blvd Mobile, AL 36606		BR78242670
	EFFECTIVE DATE: 10/07/2025	EXPIRATION DATE: 04/07/2026
	CONTINUED UNTIL TERMINATED IF CHECKED: ☐	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

6024 Lorma Road; Project# PR04925 - CIPD7 Senior Center
Mobile, AL 36608

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Renovations and Improvements	$366,782	
Existing buildings or structures	$250,000	
All Covered Property at all Locations	$616,782	

REMARKS (Including Special Conditions)

Wind Deductible 3%

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	☐ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE: Chelsea Amanda Dierking	

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Phone: (251)208-7896

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nelson Martin	
Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	PHONE (A/C, No, Ext): (251)344-0427	FAX (A/C, No): (251)380-0002
	E-MAIL ADDRESS: n.martin@millsapsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ALABAMA HOME BUILDERS FUND	
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER B : Safety National Casualty Corporation	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00010690-241217082836** **REVISION NUMBER: 9**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	37211	01/01/2025	12/31/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	**Work Comp**			**SP4067497**	**01/01/2025**	**12/31/2025**	**Excess**	**1,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: CIP D7 Senior Center
Project #PR-049-25

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S. Nelson Martin

(SNM)

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PROJECT MANUAL

FOR

CIP D7
Senior Center
6024 Lorma Road
Mobile, Alabama 36608

Project #PR-049-25

August 6, 2025

Jaguar Consulting, LLC
8658 Capital Dr N
Mobile, Alabama 36695

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: August 27, 2025

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
  - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement between City of Mobile and Contractor for a Stipulated Sum (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens
    - AIA document G706A
  - Consent of Surety to Final Payment
    - AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
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- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
- Section 02400 Demolition and Structure Moving

DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC

Section 06100 Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 07260 Vapor Retarders
Section 07920 Joint Sealants

DIVISION 8 DOORS AND WINDOWS
Section 08110 Non-security Steel Doors and Frames
Section 08711 Door Hardware

DIVISION 9 FINISHES
Section 09900 Paintings and Coatings

DIVISION 10 SPECIALTIES
Section 10280 Toilet Accessories
Section 10431 Sign
Section 10525 Fire Extinguishers

DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24 ELECTRICAL

DRAWINGS:

T1.0 Overall Title Sheet
BCS1 Architectural Building Code Summary
LSP1 Architectural Life Safety Plan & Analysis
AS1 Architectural Site Plan - Existing
A1.1 Architectural Plans - Notes & Schedules
A2.1 Architectural Interior Elevations & Details
A2.2 Architectural Interior Elevations & Details
A3.1 Architectural Sections & Details
A4.1 Architectural Signage & Furniture, Fixture & Equipment
A5.1 Architectural Door & Window Schedules
P1.0 Plumbing Schedules and Notes
P2.0 Plumbing Demo Plan
P2.1 Plumbing New Work Plan
P3.0 Plumbing Details
M1.0 HVAC Schedules And Notes
M2.0 HVAC Demo Plan
M2.1 HVAC New Work Plan
M3.0 HVAC Details
E1.0 Electrical Legend & Specifications
E2.0 Electrical Lighting Plans
E2.1 Electrical Schedules & Details
E3.0 Electrical Power Plans
S1.0 Structural Plans & Details

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: CIP D7 Senior Center
PROJECT LOCATION: 6024 Lorma Road, Mobile, Alabama 36608
PROJECT NUMBER: PR-049-25

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 27th day of August. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be posted on the City of Mobile Bidding Website.** https://www.cityofmobile.org/bids/

D. **This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it pas an attachment to their Bid Form (see Section 00400).**

E. Product Substitutions must be pre-approved before the bid (see Section 01635 Substitution Procedures for requirements).

3 BID SURETY: Required on Bids $50,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A pre-bid conference will be held on August 13, 2025, at 9:00 am on site at the Pavilion behind the building. Note that any information conveyed by facility personnel outside written addenda is not official.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed,

opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID FOR CIP D7 SENIOR CENTER - PROJECT NUMBER: PR-049-25".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, AUGUST 27, 2025.**

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 “Instructions to Bidders - AIA Document A701” and in the specification Section 00300 “Supplementary Instructions to Bidders”.

12 STATE OF ALABAMA IMMIGRATION ACT

“The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

14 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records prior to performing any work on the contract and shall attach to bidding documentation.

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

«CIP D7 Senior Center »
«6024 Lorma Road »
«Mobile, AL 36608 »
«PR-049-25 »

THE OWNER:
(Name, legal status, address, and other information)

City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

THE ARCHITECT:
(Name, legal status, address, and other information)

«City of Mobile Architectural Engineering Department.»
«P.O. Box 1827 »
«Mobile, Alabama 36633-1827 »

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

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6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9 NONDISCRIMINATION

10 USE OF DOMESTIC PRODUCTS

11 PREFERENCE TO RESIDENT CONTRACTORS

12 PRE-BID REQUIREMENTS

13 POST-BID REQUIREMENTS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who

a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

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§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Paragraphs deleted)
§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.
(Paragraphs deleted)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

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§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for

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completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

(Paragraph deleted)

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

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.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contactors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type

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of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

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8 ~~ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9 NONDISCRIMINATION

10 USE OF DOMESTIC PRODUCTS

11 PREFERENCE TO RESIDENT CONTRACTORS

12 PRE-BID REQUIREMENTS
13 POST-BID REQUIREMENTS

PAGE 2

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who
a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

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§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

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§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

...

~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*~~

...

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ~~seven~~ five (5) calendar days prior to the date for receipt of Bids. ~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*~~

...

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

PAGE 4

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ~~ten~~ fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

...

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

...

~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*~~

...

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§ 3.4.3 Addenda will be issued no later than ~~four~~ two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

...

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

...

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

PAGE 5

§ 4.2.1 Each Bid shall be accompanied by the following bid ~~security:~~security if so required in the Bidding Documents:

...

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. ~~In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

...

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. ~~However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

PAGE 6

Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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~~**§ 4.3.2** Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.~~

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be ~~accepted.~~accepted and will be returned unopened.

...

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid ~~security~~ security, if required, shall be in an amount sufficient for the Bid as resubmitted.

~~**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:~~
~~*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*~~

...

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding ~~Documents.~~ Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 ~~Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and~~ The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

...

~~**§ 6.2 Owner's Financial Capability**~~
~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, ~~as soon as practicable~~ within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

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.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

...

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

...

~~(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)~~

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.~~ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 ~~Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.~~The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

...

~~ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the

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City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contactors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

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Land Use/Code Administration	Revenue Department
P. O. Box 1827	P. O. Box 1827
Mobile, Alabama 36633-1827	Mobile, Alabama 36633-1827
Phone: 251.208.7421	251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

~~**§ 8.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:~~

~~**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.4** Building Information Modeling Exhibit, if completed:~~

~~**.5** Drawings~~

~~**Number**~~	~~**Title**~~	~~**Date**~~

~~**.6** Specifications~~

~~**Section**~~	~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~**.7** Addenda:~~

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Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[–] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

___

[–] The Sustainability Plan:

Title	Date	Pages

[–] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:01:47 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

1. BIDDING DOCUMENTS:

   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

   B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

   C. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer assume responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

   A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

   B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM August 20, 2025. E-mail requests are required and should be addressed to the Project Manager elizabeth.miller@cityofmobile.org . Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

   C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the costliest and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

   A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

   B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

   C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

   D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work and fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

B. **Request for substitutions shall be entertained pre-bid only. Submit requests in accordance with Section 01635 Substitutions via e-mail to the Project Manager by 3:00 pm August 20, 2025.**

6. SUBMISSION OF BIDS:

   A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR CIP D7 SENIOR CENTER: PR-049-25", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

   B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

   C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

   D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

   A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

   A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

   B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

   C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

   D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

   A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
   (1). Performance Bond and Labor and Material Payment Bond (originals);
   (2). Certificate of Insurance (original) with endorsements to City of Mobile;
   (3). Evidence of enrollment in the E-Verify program.
   (4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461p

18. CITY OF MOBILE BUILDING PERMIT:

A. City of Mobile Building Permits are required and shall be obtained from the Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery.

B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the various buildings between 7:30 am and 5:00 pm or as otherwise scheduled with the Facility Maintenance Staff. Schedules to be discussed at the meeting referenced in part B directly above.

D. The Contractor may be allowed additional construction days due to inclement conditions (“rain days”) only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A “rain day” is defined as more than a “trace” (0.10”) of rain falling within a given 24-hour period. The Contractor shall provide documentation and formally request any “rain days” they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor’s responsibility to carefully remove and store any items not permanently installed within the work areas. It is strongly recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each workday. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is

responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission website at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for CIP D7 Senior Center - PR-049-25, 6024 Lorma Road, Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a ten (10) year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-049-25
PROJECT NAME: CIP D7 Senior Center
PROJECT LOCATION: 6024 Lorma Road
Mobile, Alabama, 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Jaguar Consulting, LLC, dated August 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: $_____.00

Contingency Allowance: + $ 30,000.00

Total Base Bid: $_____.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____Dollars, ($ _____**.00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Provide cost of Warming Kitchen equipment.

_____Dollars & No Cents $_____.00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $30,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** _____

Name of Project: CIP D7 Senior Center

Project Number: PR-049-25

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$_____
ADDITIVE ALTERNATE #1:	$_____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

SECTION 00500
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM whereas of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: _____
_____
_____

City Business License No.: _____

For the following Project: **CIP D7 Senior Center**
6024 Lorma Road
Mobile, Alabama 36608

Project Number: PR-049-25

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MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and _____(Company full name) (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at _____ (company address.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Fee Schedule
Exhibit D: City Insurance [Required]
Exhibit E: E-Verify Documents [If Applicable]
Exhibit F: Bidding And Contract Requirement Documents

,attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a bid package on _____ [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

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I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of CIP D7 Senior Center (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 ($_____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$_____
Contingency Allowance:	$_____
Total Bid:	$_____
Alternate: (if none available put N/A)	$_____
Total Contract Sum:	$_____

B. Alternates (if any included in the contract sum)

Item: _____ Price: _____

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $_____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its

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duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;

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ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.

iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:

i. The aggregate of any amounts previously paid by the City;

ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;

iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and

v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage

a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:

i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks., as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of once per week for a minimum of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CIP D7 Senior Center, 6024 Lorma Road, Mobile, Alabama 36608, Project #PR-049-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the

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parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property Damage	$1,000,000 each occurrence; or
3. Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.

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7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Citys of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy

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renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work

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will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date

D. Specifications

Section	Title	Date

E. Addenda, if any:

Number	Date

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

[insert exhibit list]

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form
		Accounting of Sales Tax Form C-3A
		Office of Supplier Diversity Subcontracting and Major Supplier

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		Plan
e.	Section 00500	Master Agreement Between City of Mobile and Contractor for a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond Certificate of Liability Insurance (Sample COI) E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
g.	Section 00700	General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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XII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

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E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings. p

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XVI. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall

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not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]
_____

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during

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performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

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XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No

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Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

DRAFT SUBJECT TO CHANGE

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

_____
Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By:_____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

DRAFT SUBJECT TO CHANGE

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

DRAFT SUBJECT TO CHANGE

SECTION 00600
BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. CERTIFICATE OF LIABILITY INSURANCE. (Sample COI)

D. E-Verify Documentation (Sample)

E. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

F. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

G. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

H. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

I. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

J. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete CIP D7 Senior Center (PR-049-25), 6024 Lorma Road Mobile, Alabama, 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208- 7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor**,** _____, _____, _____ , as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete CIP D7 Senior Center (PR-049-25), 6024 Lorma Road, Mobile, Alabama, 36608, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____**Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Numb

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. ____ % of Completed Work (Column D + E on G703)	$
b. ____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: [X]
ARCHITECT: [ ]
CONTRACTOR: [X]
FIELD: [ ]
OTHER: [ ]

TO OWNER:
(Name and address)
City of Mobile,Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Mobile OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes: (2019849330)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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(1299870031)

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

Print Page Reset Form

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name _____

City Vendor No. *(if available)* _____ Tax Identification No. _____

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

Routing Number _____ Account Number _____

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date 12/28/2018

For City Use Only: Vendor No. _____ Entered Date _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ 12/28/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
CIP D7 Senior Center
6024 Lorma Road
Mobile, AL 36608

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- **.4** **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination.**

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

PAGE 13

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

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or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
PAGE 16

§ 3.10.1 The Contractor, ~~promptly~~ **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 4.1.1 The ~~Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
PAGE 21

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

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~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.2 Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ **by** the Contractor or others;

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1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution; ~~; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

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1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ **The** Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such ~~as~~ copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect ~~retainage if provided for in the Contract Documents.~~retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **Such** applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and ~~start-up.~~start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall~~ **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
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~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

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~~**§ 13.5 Interest**~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
PAGE 37

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~.

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation~~

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~~within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to~~

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~~be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: power, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: The Work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.
Additive Alternate: Provide cost of Warming Kitchen equipment.

B. Contract Description: Stipulated sum.

C. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After the approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery. Substitutions on named equipment shall be considered pre-bid only.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application. Submit DBE Utilization Form with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals at least every week while work on site is proceeding.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit electronic submittals to the Project Manager. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract

Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide his own temporary facilities. Use of facility facilities is not possible.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified: **Equal alternate products to be approved by Owner as PRE-BID Substitutions. Submit product data as required in SUBSTITUTIONS.**

1.34 SUBSTITUTIONS

A. **Architect/Engineer will consider requests for Substitutions only Pre-Bid. Submit requests by August 20, 2025 by 3:00pm via e-mail to Project Manager elizabeth.miller@cityofmobile.org.**

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents. Comply with procedures and documentation as per Section 01635 Substitutions.

C. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of ten (10) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of thirty thousand Dollars ($30,000.00).

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes
1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

1.4 PROCEDURES

A. Alternates will be exercised at the option of Owner.

B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

A. Alternate #1: Provide cost of Warming Kitchen equipment.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project

including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.

D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.p

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and

telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:

1. Activity Duration
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup, testing and training.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Documentation shall include trades and activities that were adversely impacted by the weather.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

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1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
1. Submittals for Review
2. Closeout Submittals.

B. Include for each submittal:
1. Specification section number.
2. Description of submittal.
3. Type of submittal.
4. Anticipated submittal date.

C. Submit one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit one (1) pdf copy. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. **Named products and products that are scheduled to be direct replacements must obtain substitution approval prior to bid**. If a substitution is approved, all costs to provide a complete and turn key project that may be associated with the substitution shall be included in the Bid.

C. Related Sections:
   1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance for outages less than 1 hour in duration and two (2) months in advance for outages over 1 hour in duration.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove

in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Re-grade and sod any disturbed grass areas.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer’s signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

a. Project name.
b. Date.

c. Name of Engineer.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Engineer will return annotated file.
b. PDF electronic file. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
i. Remove labels that are not permanent.
j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes procedural requirements for cutting and patching.

B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials identical to existing materials to the maximum extent available.

B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Provide temporary support of work to be cut.

B. Protect existing conditions during cutting and patching to prevent damage.

C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.

4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

   1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 02400 DEMOLITION AND STRUCTURE MOVING

PART 1 - GENERAL

1.01 SUMMARY

A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal.

B. Types of Demolition Work include, but are not limited to the following items:
   1. Interior non-loadbearing masonry walls as indicated on Drawings and as required to accommodate new construction.
   2. Relocate interior door openings within interior non-loadbearing masonry walls as indicated on Drawings and as required to accommodate new construction.
   3. Exterior windows as indicated on Drawings and as required to accommodate new construction.
   4. Existing Mechanical, Electrical and Plumbing fixtures as indicated on Drawings and as required to accommodate new construction.

1.02 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.03 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
   1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.

B. Schedule of building demolition with starting and ending dates for each activity.

C. Inventory of items to be removed and salvaged.

D. Predemolition photographs or video.

E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.04 QUALITY ASSURANCE

A. Predemolition Conference: Conduct conference at Project site, unless noted otherwise.

1.05 PROJECT CONDITIONS

A. Building to be demolished will be vacated and their use discontinued before start of the Work.

B. Pavilions, tennis courts and parking lot immediately adjacent to project building will be open to the public during construction. Conduct demolition work so operations of occupied facilities and the use of the parking lot will not be disrupted.
1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.

2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for buildings and structures to be demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Architect. Hazardous materials will be removed by Owner under a separate contract.

E. On-site storage or sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Inventory and record the condition of items to be removed and salvaged.

3.02 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving the fixtures or structures to be demolished.
   1. Owner will arrange to shut off indicated utilities when requested by Contractor.

   2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

   3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

   4. Do not start demolition work until utility disconnecting and sealing have been completed.

B. Salvaged Items:
   1. Clean salvaged items of dirt and demolition debris.

   2. Pack or crate items after cleaning. Identify contents of containers.

   3. Store items in a secure area until delivery to Owner.

   4. Transport items to storage area indicated on Drawings.

   5. Protect items from damage during transport and storage.

3.03 PROTECTION

A. Existing Facilities: Protect adjacent walkways, pavilions, tennis courts, fencing, posts & railings, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.

C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated
   1. Protect adjacent buildings and facilities from damage due to demolition activities.

   2. Protect existing site improvements, appurtenances, and landscaping to remain.

   3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

   4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.

7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.04 DEMOLITION

A. General: Demolish indicated portions of the existing building as shown in the drawings completely. Use methods required to complete the Work within limitations of governing regulations.
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.

2. Maintain fire watch during and for at least 8 hours after flame cutting operations.

3. Maintain adequate ventilation when using cutting torches.

4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Explosives: Use of explosives is not permitted.

D. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

E. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

F. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials.

G. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

H. Promptly repair damage to adjacent components of the existing building caused by demolition operations.

3.05 CLEANING

A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Do not burn demolished materials.

B. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION

SECTION 06100 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Framing with dimension lumber

Wood blocking and nailers.
Wood sleepers.
Plywood backing panels.
Exposed plywood.

1.02 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. SPIB: The Southern Pine Inspection Bureau.
2. WWPA: Western Wood Products Association.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.04 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Shear panels.
3. Power-driven fasteners.

4. Powder-actuated fasteners.
5. Expansion anchors.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Comply with structural notes as indicated on Drawings.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all rough carpentry unless otherwise indicated.

2.03 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:

1. Mixed southern pine; SPIB.
2. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine; No. 2 grade; SPIB.
2. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.04 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.05 EXPOSED PLYWOOD

A. Where plywood will be exposed to view, provide 1/2 inch unless otherwise specified or shown on Drawings. Unless specifically stated otherwise, all exposed plywood shall be painted or stained from standard colors as selected by Architect.

2.08 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Power-Driven Fasteners: NES NER-272.

1. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed

when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

C. Stainless-Steel Sheet: ASTM A 666, Type 304.

1. Use for exterior locations and where indicated.

PART 2 - EXECUTION

3.01 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

B. Install plywood backing panels by fastening to CMU; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

C. Do not splice structural members between supports unless otherwise indicated.

D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Comply with structural notes as indicated on Drawings.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

3.02 WOOD SLEEPER, BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install

continuous flexible flashing separator between wood and metal decking.

3.04 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet or sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 07260 VAPOR RETARDERS

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Vapor retarder under concrete floor slab.
2. Concrete curing paper on top of freshly poured concrete floor slab.
3. Floor protection paper used for positive protection of finished floors.

1.02 ACTION SUBMITTALS

Product Data: Manufacturer's technical product data, installation instructions and recommendations for products specified.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

Drawings and specifications are based on products manufactured by Fortifiber Corporation, 300 Industrial Drive, Fernley, NV 89408. Tel. (800) 773-4777.

Equivalent products by the following manufacturers are acceptable:

1. Grace Construction Products, Cambridge, Ma. Tel: (800) 444-6459.
2. Griffolyn ® Division, Reef Industries, Inc., Houston, TX. Tel: (800) 231-6074.
3. Stego Industries LLC, San Juan Capistrano, CA. Tel: (877) 464-7834.
4. Or Approved Equal.

Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures

2.02 VAPOR RETARDER

Membrane shall be a 15 mil polyolefin film meeting ASTM E-1745-97 Class A Test Method, equal to Fortifiber Corporation, Moistop® Ultra™ 15, including Moistop® tape and sealants with the following characteristics:

1. Moisture Vapor Permeance: ASTM E-154, Section 7 (E-96, Method A) = .01Perms.
2. Dry Tensile Strength: ASTM D-882 = (80 lb f/in min)-MD & (78 lbf/in min.) CD.
3. Puncture Resistance: ASTM D-1709, Method B = 4,900 Grams.

2.03 CONCRETE CURING PAPER

Laminated tri directional glass fiber reinforced long fibered kraft curing papers with double coating of high-melting-point asphalt, meeting ASTM C-171 Test Method, equal to "Orange Label Sisalkraft®".

2.04 FLOOR PROTECTION PAPER

Non-staining reinforced floor protection paper consisting of two heavy kraft sheets and glass reinforcing fibers laminated with a non-staining adhesive, meeting ASTM D 828

and ASTM D 781 Test Methods, equal to “Seekure®”.

PART 3 - EXECUTION

3.01 PREPARATION

Ensure items that pass through building paper / membrane are properly and rigidly installed, substrate is free of projections and irregularities that may be detrimental to proper installation of building paper / membrane.

3.02 INSTALLATION

Vapor Retarder:

1. Unroll underslab vapor retarder over thoroughly compacted subgrade and turn down to cover the bottom of footings and grade beams.
2. Seal joints watertight, with a pressure sensitive tape as recommended by manufacturer, allowing a minimum overlap of 6 inches.
3. Apply tape evenly over seams and rub out wrinkles formed during application.
4. Seal pipes and conduits passing through the membrane with Moistop boot and tape.
5. Inspect membrane thoroughly and repair all punctures immediately before placing concrete. Equipment, tools, and procedures that might puncture the membrane shall not be used while placing and finishing the concrete.
6. Comply with manufacturer’s recommendations and installation procedures as outlined in ASTM E-1643.

Curing Paper:

7. Unroll concrete curing paper over the entire surface once the concrete has set sufficiently hard to permit application without marring the surface.
8. Lap joints 4 inches and seal with pressure sensitive tape.
9. Apply tape evenly over seams and rub out wrinkles formed during application.
10. Ensure that all tears or penetrations are repaired.

Floor Protection Paper:

11. Apply floor protection paper immediately after floor covering is installed.
12. Do not remove until final completion and acceptance by the Project Engineer.
13. Lay paper in widest practical width with 6-inch laps to provide complete coverage of flooring.
14. Seal joints with minimum 2 inch wide pressure sensitive tape.

3.03 CLEANING

Inspect vapor barrier membrane thoroughly and keep clean. Remove dirt, oils, mud, debris, etc. prior to placing concrete.

END OF SECTION

SECTION 07920 JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Furnishing and installation of sealants.

1.02 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.03 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

C. Field-Adhesion Test Reports: For each sealant application tested.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved by the Manufacturer for installation of units required for this Project.

B. Source Limitations: For each Joint-Sealant Application listed in PART 3 obtain each kind of joint sealant from single source from single manufacturer.

1.05 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Joint Sealants:

1. Products: Subject to compliance with requirements, provide one of the products listed.
2. Manufacturers: Where no product is listed, subject to compliance with requirements, provide products from one of the following manufacturers:
   a. BSAF
   b. Dow
   c. Pecora Corporation.
   d. Sika Corporation, Construction Products Division.
   e. Tremco Incorporated.

C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.02 SILICONE JOINT SEALANTS

A. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Pecora Corporation; 898.

2.03 URETHANE JOINT SEALANTS

A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Trimco Incorporated; Dymonic FC.

B. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920. Type S, Grade NS, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. BASF Building Systems; Sonolastic NP1.

C. Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. BASF Building Systems; Sonolastic SL 1.
   b. Bostik Inc.; Chem-Calk 950.
   c. Pecora Corporation; Urexpan NR-201.

2.04 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. BASF Building Systems; Sonolac.
   b. Bostik Inc.; Chem-Calk 600.
   c. Pecora Corporation; AC-20+.

2.05 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, of type approved in writing by the joint-sealant manufacturer for the joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.06 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
   a. Concrete.
   b. Masonry.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.
   c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime all other joint substrates where recommended by joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.04 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform 1 test for each 1000 feet of joint length thereafter.
2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
   a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
   a. Whether sealants filled joint cavities and are free of voids.
   b. Whether sealant dimensions and configurations comply with specified requirements.
   c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered

satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.06 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.07 JOINT-SEALANT SCHEDULE

A. General: When more than one type of sealant is listed for a Joint-Sealant Application provide one of the sealants listed.

B. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces EHT-1.

1. Joint Locations:
   a. Isolation and contraction joints in cast-in-place concrete slabs.
   b. Other joints as indicated.
2. Urethane Joint Sealant: Single component, pourable, traffic grade.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces EV-1.

1. Joint Locations:
   a. Construction joints in cast-in-place concrete.
   b. Control and expansion joints in unit masonry.
   c. Joints between different materials listed above.
   d. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
2. Urethane Joint Sealant: Single component, nonsag, Class 100/50.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in horizontal traffic surfaces IHT-1.
   1. Joint Locations:
      a. Isolation joints in cast-in-place concrete slabs.
   2. Urethane Joint Sealant: Single component, pourable, traffic grade.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces IV-1.

   1. Joint Locations:
      a. Isolation joints in cast-in-place concrete slabs.
      b. Perimeter joints of exterior openings where indicated.
      c. Vertical joints on exposed surfaces of interior unit masonry, concrete walls and partitions.
      d. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
   2. Joint Sealant: Latex.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

F. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces I-PF-1.

   1. Joint Locations:
      a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION

SECTION 08110 NON-SECURITY STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes non-security steel doors and hollow metal frames.

B. Extent of steel doors and frames is indicated and scheduled on Drawings and in the Written Specifications.

C. Related Work in Other Section

1. Door Hardware: Section 08711
2. Paints and Coatings: Section 09900

1.02 QUALITY ASSURANCE

A. Provide doors and frames complying with Steel Door Institute "Recommended Specifications: Standard Steel Doors and Frames" (SDI-100) and as herein specified.

B. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated or required, provide fire-rated door and frame assemblies that comply with NFPA 80 "Standard for Fire Doors and Windows", and have been tested, listed, and labeled in accordance with ASTM E 152 "Standard Methods of Fire Tests of Door Assemblies" by a nationally recognized independent testing and inspection agency acceptable to authorities having jurisdiction.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data substantiating that products comply with requirements.

B. Shop Drawings: Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.

1. Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings. Indicate coordination of glazing frames and stops with glass and glazing requirements.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver hollow metal work cartoned or crated to provide protection during transit and job storage.

B. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided that refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.

C. Store doors and frames at building site upright under cover per manufacturer’s instructions. Place units on minimum 4 inches high wood blocking. Avoid use of non-vented plastic or canvas shelters

which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4 inch spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Manufacturer: Provide steel doors and frames by one of the following:

1. Ceco Corp.Dean Steel
2. Curries Republic Door
3. Habersham Metal Products, Inc.
4. Steelcraft/Div. Ingorsoll-Rand
5. Trussbilt, Inc.
6. MPI - Metal Products Inc.

2.02 MATERIALS

A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.

B. Cold-Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.

C. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, with ASTM A 525, G60 zinc coating, mill phosphatized.

D. Supports and Anchors: Fabricate of not less than 18-gage galvanized sheet steel.

E. Inserts, Bolts, and Fasteners: Manufacturer's standard units, except hot-dip galvanize items to be built into exterior walls, complying with ASTM A 153, Class C or D as applicable.

F. Primer: Rust-inhibitive primer suitable as a base for specified finish paints. Provide primer in red color.

1. Primer to be equal to Tnemec Series 10-99.

2.03 FABRICATION, GENERAL

A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site. Comply with SDI-100 requirements as follows:

1. Interior Doors: SDI-100, Grade II, heavy-duty, Model 2, minimum 16-gage faces (see Door Schedule) with vertical steel stiffeners. Door edges to be continuously welded.
2. Exterior Doors: SDI-100, Grade III, extra heavy-duty, Model 2, minimum 16-gage faces (see Door Schedule) with vertical steel stiffeners. Door edges to be continuously welded.

B. Fabricate frames, concealed stiffeners, reinforcement, edge channels, and moldings from either cold-rolled or hot- rolled steel (at fabricator's option).

C. Fabricate exterior doors, panels, and frames from galvanized sheet steel. Close top and bottom edges of exterior doors as integral part of door construction or by addition of minimum 16-gage inverted steel channels.

D. Exposed Fasteners: When exposed fasteners are unavoidable, provide countersunk flat Phillips heads for exposed screws and bolts.

E. Thermal-Rated (Insulating) Assemblies: At exterior locations, provide doors which have been fabricated as thermal insulating door and frame assemblies and tested in accordance with ASTM C 236.

F. Unless otherwise indicated, provide thermal-rated assemblies with U factor of 0.24 Btu/(hr x ft sq x deg.F) or better.

G. Finish Hardware Preparation: Prepare doors and frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 series specifications for door and frame preparation for hardware.

H. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied finish hardware may be done at project site.

I. Locate finish hardware as indicated on final shop drawings in accordance with "Recommended Locations for Builder's Hardware", published by Door and Hardware Institute.

J. Shop Painting:

1. Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
2. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
3. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.

2.04 STEEL DOORS

A. Provide metal doors of types and styles indicated on drawings and in this section.

2.05 STEEL FRAMES

A. Provide metal frames for doors, borrowed lights, and other openings, as shown on drawings and schedules. Provide concealed fastenings. Fabricate frames of minimum 16-gage cold-rolled furniture steel.

1. Fabricate frames with mitered and welded corners. KD or Knock Down frames are not acceptable.
2. Form exterior frames of hot-dip galvanized steel.

B. Door Silencers: Except on weather-stripped frames, drill stops to receive, and provide, 3 silencers on strike jambs of single-swing frames and 2 silencers per leaf on heads of double-swing frames.

C. Plaster Guards: Provide 26-gage steel plaster guards or mortar boxes, welded to frame, at back of finish hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.

PART 3 - EXECUTION

3.01 `INSTALLATION

A. General: Install doors, frames, and accessories in accordance with final shop drawings, manufacturer's data, and as herein specified.

B. Placing Frames: Comply with provisions of SDI-105 "Recommended Erection Instructions for Steel Frames".

1. Place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
2. In masonry construction, locate 3 wall anchors per jamb at hinge and strike levels.
3. In masonry construction, grout frame head and jambs full with cement grout as specified in Section 04200.
4. Install fire-rated frames in accordance with NFPA Std. No. 80.
5. In metal stud partitions, install at least 3 wall anchors per jamb at hinge and strike levels. In open steel stud partitions, place studs in wall anchor notches and wire tie. In closed steel stud partitions, attach wall anchors to studs with tapping screws.
6. Caulk base of frames to floor in non-carpeted areas.

C. Door Installation:

1. Fit hollow metal doors accurately in frames, within clearances specified in SDI-100.
2. Place fire-rated doors with clearances as specified in NFPA Standard No. 80.

3.02 ADJUST AND CLEAN

A. Prime Coat Touch-Up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.

B. Final Adjustments: Check and readjust operating finish hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

END OF SECTION

SECTION 08711 DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical door hardware for the following:
   a. Swinging doors.
2. Cylinders for door hardware specified in other Sections.

B. Related Sections:

1. Section 08110 "NON-SECURITY STEEL DOORS AND FRAMES" Steel Frames for door silencers provided as part of hollow-metal frames.
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1.02 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Other Action Submittals:

1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
   a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
   b. Format: Use same scheduling sequence and format as in the Contract Documents.
   c. Content: Include the following information:
      1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
      3) Complete designations, including name and manufacturer, type, style, function, size, quantity, and finish of each door hardware product.
      4) Fastenings and other pertinent information.
      5) Explanation of abbreviations, symbols, and codes contained in schedule
      6) Mounting locations for door hardware.
      7) List of related door devices specified in other Sections for each door and frame.
2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks. Include schematic

keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.03 INFORMATIONAL SUBMITTALS

A, Qualification Data: For Installer Architectural Hardware Consultant.

B. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.

C. Warranty: Special warranty specified in this Section.

1.04 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware and keying schedule.

1.05 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Door Hardware:
   a. Mortise lockset; Provide one (1) ML 9070 unit.
   b. Cylinders; Provide one (1) unit.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.

1. Warehousing Facilities: Within 2 hours travel time; approximately 100 miles.
2. Scheduling Responsibility: Preparation of door hardware and keying schedules.

B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows.

1. For door hardware, an Architectural Hardware Consultant (AHC).

C. Source Limitations: Obtain each type of door hardware from a single manufacturer.

D. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated. .

E. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meet requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.

1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. at the tested pressure differential of 0.3-inch wg of water

F. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

G. Accessibility Requirements: Comply with applicable provisions in the DOJ's 2010 ADA Standards for Accessible Design and CC A117.1 for door hardware on doors in an accessible route.

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
2. Comply with the following maximum opening-force requirements:
   a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
   b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch high.
4. Closers: Adjust door closer sweep periods so that, from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum.

H. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." In addition to Owner, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware Consultant. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:

1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
2. Preliminary key system schematic diagram.
3. Requirements for key control system.
4. Requirements for access control.
5. Address for delivery of keys.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.08 COORDINATION.

A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

B. Security: Coordinate installation of door hardware and keying with Owner.

1.09 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures including excessive deflection, cracking, or breakage.
   b. Faulty operation of doors and door hardware.
   c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use. .
2. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.
   a. Locks: Five years from date of Substantial Completion.
   b. Exit Devices: Two years from date of Substantial Completion.
   c. Manual Closers: 10 years from date of Substantial Completion.

1.10 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware. .

B. Maintenance Service: Beginning at Substantial Completion, provide twelve months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Provide parts and supplies that are the same as those used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.01 SCHEDULED DOOR HARDWARE

A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.

1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated.

B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by descriptive titles corresponding to requirements specified in Part 2.

2.02 CONTINUOUS HINGES

A. Continuous Hinges: BHMA A156.26; minimum 0.120-inch- thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.

2.03 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch latchbolt throw.
2. Mortise Locks: Minimum 3/4-inch latchbolt throw.
3. Deadbolts: Minimum 1.25-inch bolt throw.

C. Lock Backset: 2-3/4 inches, unless otherwise indicated

D. Lock Trim:

1. Description: Basis-of-Design, Schlage; Lever Design 07, Finish 626.
2. Escutcheon: Basis-of-Design, Schlage; N Escutcheon.
3. Dummy Trim: Match lever lock trim and escutcheons.
4. Operating Device: Lever with escutcheons.

E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect door; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
3. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

F. Mortise Locks: BHMA A156.13; Security Grade 2; stamped steel case with steel or brass parts; Series 1000

2.04 AUXILIARY LOCKS

A. Mortise Auxiliary Locks: BHMA A156.5; Grade 1; with strike that suits frame. See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers. Retain one of two subparagraphs and list of manufacturers below. See Section016000 "Product Requirements."

2.05 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: BHMA A156.3. LOCK CYLINDERS

2.06 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

1. Manufacturer: Existing keyway system. Provide cylinder and cores for new locks, including locks provided under other sections of this specification. Provide cylinders and cores with six pin timblers. Provide cylinders from products of one manufacturer, and provide cores from the products of one manufacturer. Provide cores and cylinders by the following:
   a. Schlage interchangeable core, 6 pin SC keyway

B. High-Security Lock Cylinders: BHMA A156.30; Grade 1; Type M, mechanical; permanent cores that are removable; face finished to match lockset.

C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.

D. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.07 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference. Retain first subparagraph below if Owner has an existing keying system.

1. Existing System:
   a. Master key or grand master key locks to Owner's existing system.
2. Keyed Alike: Key all cylinders to same change key.

B. Keys: Nickel silver.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
   a. Notation: "DO NOT DUPLICATE."
2. Quantity: In addition to one extra key blank for each lock, provide the following:
   a. Cylinder Change Keys: Three.

2.08 KEY CONTROL SYSTEM

A. Key Control Cabinet: not applicable for this project.

2.09 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel, unless otherwise indicated.

2.10 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force. See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers.

Retain one of two subparagraphs and list of manufacturers below. See Section016000 "Product Requirements."

2.11 MECHANICAL STOPS AND HOLDERS

A. Wall- and Floor-Mounted Stops: BHMA A156.16; polished cast brass, bronze, or aluminum base metal.

2.12 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8

2.13 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

2.14 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated

2.15 METAL PROTECTIVE TRIM UNITS

A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.

2.16 AUXILIARY DOOR HARDWARE

A. Auxiliary Hardware: BHMA A156.16.

2.17 FABRICATION .

A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.

1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed

unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow frame construction, provide sleeves for each through bolt.

2. Fire-Rated Applications:
   a. Wood or Machine Screws: For the following:
      1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors.
      2) Strike plates to doors.
      3) Closers to doors and frames.
   b. Steel Through Bolts: For the following unless door blocking is provided:
      1) Surface hinges to doors.
      2) Closers to doors and frames.
      3) Surface-mounted exit devices.
3. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.18 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3, 01 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Steel Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

B. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

3.03 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Frames: ANSI/SDI A250.8.
2. Hollow Metal Door: HMMA 831-11, "Hardware Locations for Hollow Metal Doors and Frames."

B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

C. Hinges: Install types and in quantities indicated in door hardware schedule.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period..

1. Replace construction cores with permanent cores as directed by Owner.
2. Furnish permanent cores to Owner for installation.

E. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule

F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

G. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

H. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

I. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.04 FIELD QUALITY CONTROL

A. Independent Architectural Hardware Consultant: Engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.

1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3, 05 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final

operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction. .

B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.06 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 1 Section "Demonstration and Training."

3.08 DOOR HARDWARE SCHEDULE

Door Hardware Set No. 1
Location: Interior Janitor Closet
Metal Door x Hollow Metal Frame:

No.	Item	Description	Finish
3	Hinges	661HD UL 83”	AL
1			626
1	Core	23-030 C MK	626
1	Rim Cylinder	20-057 ICX	626
1	Closer	SC71A DS	689
1	Threshold	2005 AT	AL

	Weatherstripping	S88D	

Door Hardware Set No. 2
Location: Interior Unisex Restrooms
Metal Door x Hollow Metal Frame:

No.	Item	Description	Finish
3	Hinges	661HD UL 83”	AL
1 1 1	Passage Set Deadlock Core	ND 10S SPA L460T ICX 23-030 C MK	626 626 626
1	Closer	SC71A DS	689
1	Threshold		AL
	Weatherstripping	S88D	

END OF SECTION

SECTION 09900 PAINTS AND COATINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Painting and finishing of exterior and interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.

1. The Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.
2. “Paint” means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
3. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials system specified.
4.

1.02 PAINTING NOT INCLUDED

A. The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

B. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.

C. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.

D. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

E. Finished Metal surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

F. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

B. Samples for Initial Selection: For each type of topcoat product indicated. Submit color samples for selection by Architect from manufacturer’s full range of colors. Indicate submitted manufacturer’s closest STANDARD colors that match colors specified or provide “Custom” color if not match.

C. Samples for Verification: For each type of paint system and each color and gloss/sheen of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.
5.

D. Product List: For each product indicated, include the following:

1. Comply with Articles 3.7 and 3.8 indicating each type of primer, intermediate coat and topcoat required for each substrate by product name and number.
2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
3.

E. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer / supplier shall furnish a coating maintenance manual, such as Sherwin-Williams “Custodian Project Color and Product Information” report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product / color / finish was used, product data pages, Material Safety Data sheets (MSDS), care and cleaning instructions, including touch-up procedures.

F. Substitutions for Convenience: Architect will consider formal written requests from Contractor for substitution of products in place of those specified if received within 10 days prior to Bids. Requests received after that time may be considered or rejected at discretion of Architect. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating or fail to meet the performance criteria of the specified materials WILL NOT be approved. All primers and topcoats plus the seam sealer and pit filler shall be furnished by the same manufacturer to ensure compatibility.

1.04 QUALITY ASSURANCE

A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on benchmark samples.
   a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.
   b.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Fed. Spec. Number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.
9.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.
3.

1.06 PROJECT CONDITIONS

A. Apply paints only when temperature of product, surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paint late in the day when dew and condensation are likely to form; or snow, rain, fog or mist is expected; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

1.07 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix)

as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gallon of each material and color applied.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. BLP Mobile Paint, Theodore, AL Tel. (251) 443-6110.
2. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
3. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.
4. PPG Paints, Inc., Pittsburgh, PA. Tel (412) 434-3131.
5. Rust-Oleum, Vernon Hills, IL. 60061. Tel. (800) 323-3584.
6. Sherwin-Williams Company, Cleveland, OH 44115. Tel. (800) 321-8194. (Basis-of-Design)
7.

B. Substitution Requests: Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures

2.02 COLORS AND FINISHES

A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

B. Colors Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.03 MATERIAL QUALITY

A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, BEST GRADE product WILL NOT be

acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood Interior & Exterior located: 10 percent per ASTM D2016.
4.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.

1. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations.
2. Remove, if necessary, for the complete painting of the items and adjacent surfaces.
3. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved.
4. Clean surfaces to be painted before applying paint or surface treatments.
5. Remove oil and grease prior to mechanical cleaning.
6. Remove mildew by washing with a mixture of 1 part liquid chlorine bleach to 3 parts water. Before use, be sure to read and follow instructions and warnings on label. Rinse thoroughly.
7. Schedule the cleaning and painting so that contaminates from the cleaning

process with not fall onto wet, newly painted surfaces.

8. Warning-If you scrape, sand, or remove old paint; you may release lead dust or fumes. Lead is toxic and can cause serious illness. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure.
9.

B. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications, clean and touch-up with the same type shop primer.
3.

C. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

D. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

1. Prime, stain, or seal wood required being job-painted, as soon as practicable upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
2. When transparent finish is required, use sealer as recommended by manufacturer. Seal tops, bottoms, and cutouts of unprimed wood doors with sealer immediately upon delivery to project.
3.

3.03 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION

A. Apply paint in accordance with the manufacturer's directions. Use applications and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

B. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back-sides of access panels, and removable or hinged covers to match the exposed surfaces.

C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.

D. Sand lightly between each succeeding enamel or varnish coat.

E. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.

F. Scheduling Paint: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

G. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

H. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

I. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

J. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

K. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 FIELD QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken,

identified, sealed, and certified in presence of Contractor.

2. Testing agency will perform tests for compliance of paint materials with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements.
4. Contractor shall remove non-complying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials.
5. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.
6.

3.06 CLEANING AND PROTECTION

A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.07 EXTERIOR PAINTING SCHEDULE

A. Provide the following Sherwin-Williams (or equal) paint systems for the various substrates, as indicated:

1. Ferrous and Zinc Coated Metal
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
   c. Topcoat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
2. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: S-W Pro Industrial Waterbased Alkyd Urethane, B53-1150 series (1.7 mils dry)
   c. Topcoat: S-W Pro Industrial Waterbased Alkyd Urethane, B53-1150 series (1.7 mils dry)
3. Painted Woodwork
   a. Prime Coat: S-W Exterior Latex primer, B42W841 (1.4 mils dry). If tannin bleeding occurs, use A-100 Exterior Stain Blocking Primer, Y24 Series.
   b. Intermediate Coat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
   c. Topcoat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
4. Exterior Split Face & Smooth Face Block (Water Repellent-Tinted)

a. Prime Coat: H&C Colortop Solid Color Solvent Based
b. Intermediate Coat: H&C Colortop Solid Color Solvent Based
c. Topcoat H&C Colortop Solid Color Solvent Based (if required for uniform color)

(Comply with manufacturer's instructions for coverage and uniform color.)

d.

3.08 INTERIOR PAINTING SCHEDULE

A. Provide the following Sherwin-Williams (or equal) paint systems for the various substrates, as indicated:

1. Concrete Masonry Units (Epoxy)
   a. Prime Coat: S-W PrepRite Block Filler, B25W25 (8.0 mils dry)
   b. Intermediate Coat: S-W Pro Industrial Water Based Catalyzed Epoxy, B73-360 Series (2.0-5.0 mils dry)
   c. Topcoat: S-W Pro Industrial Water Based Catalyzed Epoxy, B73-360 Series (2.0-5.0 mils dry)
2. Ferrous and Zinc Coated Metal
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
   c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
3. Painted Woodwork
   a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
   b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
   c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
   d.

END OF SECTION

SECTION 10280 TOILET ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Public-use washroom accessories including electric hand dryers.

1.02 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

C. Coordinate blocking and anchoring devices for owner furnished accessories.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
3. Include electrical characteristics.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated.
2. Identify accessories using designations indicated.

1.04 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranty.

1.05 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manual.

1.06 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, visible silver spoilage defects.
2. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 OWNER-FURNISHED MATERIALS

A. Owner-Furnished Materials: Toilet Tissue Dispenser, As indicated on the Drawings.

1. At return of Contractor submittal product data for Owner furnished materials will be provided to the Contractor for scheduling and installation use.

2.02 PRODUCTS

A. Source Limitations: Obtain all accessories from single source from single manufacturer.

B. Basis-of-Design: Specific products from Bobrick Washroom Equipment, Inc. and others are identified on the Drawings by model number. Provide either the identified product or a comparable product form one of the following manufacturers:

1. A & J Washroom Accessories
2. A.S.I.
3. Bradley Corporation.
4. Surface Mounted Vertical Soap Dispenser: American Specialties Model 0347
5. Electric Hand Dryers: American Specialties Model 0165. Coordinate model voltage with electrical before ordering.
6. Baby Changing Station: Equal to Koala Kare model KB112-01CT Countertop surface mounted unit.
7. Mirrors: Equal to Vandal Stop by Atlas American Products LLC (Phone No. 530-894-7867) Model AA-MVL: Safety Mirror, 14 ga. stainless steel, finish #4 satin. Refer to Drawings for locations and size(s).
8. Toilet Tissue Dispenser: Owner furnished and installed. Custom fabricated by Owner per City of Mobile specifications.

2.04 MATERIALS.

A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch (0.9-mm) minimum nominal thickness.

D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot-dip zinc coating.

E. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

F. Fasteners: screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant.

G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

H. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.05 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

C. Furnish and install surface-mounted Nova Cast Aluminum, Integral Nozzle, Automatic Hand Dryer 100 to 240 Volts.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

C. Install hand dryers level, plumb and firmly anchored into walls using manufacturer’s recommended anchors. Apply a bead of sealant around edges of cover to wall.

D. Verify that folding benches, if provided, are installed to provide 500 lb. support limit.

3.02 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION

SECTION 10431 SIGNS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Panel signs.
2. Signage accessories.

1.02 COORDINATION

A. Coordinate locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.03 SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of sign.

B. Product Schedule: Include plans, elevations, and large-scale sections of typical members and other components. Show mounting methods, grounds, mounting heights, layout, spacing, reinforcement, accessories, and installation details.

1. Provide message list for each sign, including large-scale details of wording, lettering, artwork, and Braille layout.

C. Samples for Initial Selection: For each type of sign material indicated that involves color selection.

D. Samples for Verification: Include the following Samples to verify color selected and style selections:

1. Panel Signs: Full-size samples.
2. Approved samples will not be returned for installation into Project.

E. Qualification Data: For Installer.

F. Maintenance Data: For signage cleaning and maintenance requirements to include III maintenance manuals.

1.06 QUALITY ASSURANCE

A. An Installer Qualifications: An authorized representative of signage manufacturer for installation and maintenance of units required for this Project.

B. Source Limitations: Obtain each sign type through one source from a single manufacturer.

C. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.

1. Interior Code Signage: Provide signage as required by accessibility regulations and requirements of authorities having jurisdiction. These include, but are not limited to, the following:
   a. Illuminated Exit Signs: Refer to Electrical Drawings.
   b. Room Capacity: See Architectural Drawings.

PART 2 – PRODUCT

2.01 PANEL SIGNS

A. General: Provide panel signs that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

B. Basis-of-Design Product: Subject to compliance with requirements, provide Best Sign Systems; Strata and Strata Updateable Signs or a comparable product by one of the following:

1. Andco Industries Corp.
2. APCO Graphics, Inc.
3. ASI Sign Systems, Inc.
4. Innerface Sign Systems, Inc.
5. Mohawk Sign Systems.

C. Cast-Acrylic Sheet: Manufacturer's standard and as follows:

1. Color: As selected by Architect from manufacturer's full range.

D. Plastic Laminate: Provide high-pressure laminate engraving stock with face and core plies as selected by Architect from manufacturer's full range.

E. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of5005-H15.

F. Laminated Panels: Permanently laminate face panels to backing sheets of material; use manufacturer's standard process.

G. Graphic Content and Style: Provide sign copy that complies with requirements indicated in the Sign Schedule and on Drawings for size, style, spacing, content, mounting height and location, material, finishes, and colors of signage.

D. Tactile and Braille Copy: Manufacturer's standard process for producing copy complying with ADA Accessibility Guidelines and ICC/ANSI AII7.I. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square cut edges free from burrs and cut marks.

1. Panel Material: Opaque acrylic sheet.
2. Raised-Copy Thickness: Not less than 1/32 inch.

E. Engraved Copy: Machine engraves letters, numbers, symbols, and other graphic devices into panel sign on face indicated to produce precisely formed copy, incised to uniform depth.

1. Engraved Plastic Laminate: Engrave through exposed face ply of plastic-laminate sheet to expose contrasting core ply.

F. Applied Copy: Die-cut characters from vinyl film of nominal thickness of 3 mils with pressure sensitive adhesive backing. Apply copy to exposed face of panel sign, glass, doors, and wall surfaces as indicated on Architectural Drawings.

1. Panel Material: Opaque acrylic sheet.

G. Colored Coatings for Acrylic Sheet: For copy and background and frame colors, provide Pantone Matching System (PMS) colored coatings, including inks and paints that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are non-fading for application intended.

2.02 PANEL SIGN TYPES

A. Room Signs:

1. Material: Exterior Grade, Cast-acrylic sheet. Exterior Performance.
2. Copy: Tactile and Braille. Character Style: Helvetica.
3. Text: As indicated in the Sign Schedule. Message: N/A.
4. Sizes:
   a. Sign: As indicated on Drawings.
   b. Character: Minimum l-inch- high characters.
5. Colors:
   a. Character: White
   b. Background: Black
6. Schedule: See Drawings.

B. Sink Signs:

1. Material: 3MM White MaxMetal with rounded corners
2. Character Style: Arial.
3. Text: (2) versions, as indicated on Drawings Sign Types. Message: See Sign Types on Drawings.
4. Sizes: (2) sizes, As indicated on Drawings.

a. Sign: As indicted on Sign Type in Drawings.
b. Character: Minimum l-inch- high characters.

5. Colors:
b. Character: Black
c. Background: White, as indicated on Drawings Sign Type
6. Schedule: See Drawings.

2.03 ACCESSORIES

A. Vinyl Film: Provide opaque non-reflective vinyl film, 0.0035-inch minimum thickness, with pressure-sensitive adhesive backing suitable for both exterior and interior applications.

B. Mounting Methods: Use concealed fasteners fabricated from materials that are not corrosive to sign material and mounting surface.

C. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and. elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchor-so Furnish inserts, as required, to be set into concrete or masonry work.

2.04 FABRICATION

A. General: Provide manufacturer's standard signs of configurations indicated.

1. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.05 FINISHES, GENERAL

A. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Verify that items, including anchor inserts, and electrical power provided under other sections of Work are sized and located to accommodate signs.

C. Examine supporting members to ensure that surfaces are at elevations indicated or required to comply with authorities having jurisdiction and are free from dirt and other deleterious matter.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.

B. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.

C. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable.

D. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within 3 inches of sign without encountering protruding objects or standing within swing of door. Mount sign centered approximately 5-feet 0-inches above finish floor.

E. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using methods indicated below:

1. Mechanical Fasteners: Use non-removable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and. anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.

F. Cast-Metal Plaques: Mount plaques using standard fastening methods to comply with manufacturer's written instructions for type of wall surface indicated.

1. Concealed Mounting: Mount plaques by inserting threaded studs into tapped lugs on back of plaque. Set in predrilled holes filled with quick-setting cement.

3.03 CLEANING AND PROTECTION

A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

3.04 SIGN SCHEDULE

A. See Drawings for more information.

END OF SECTION

SECTION 10525 FIRE EXTINGUISHERS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Portable multi-purpose, dry-chemical fire extinguisher(s) including mounting brackets.

1.02 ACTION SUBMITTALS

A. Product Data: Manufacturer's technical data and installation instructions for all portable fire extinguishers required.

1.03 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.04 QUALITY ASSURANCE

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

C. Coordinate type and capacity of fire extinguishers with fire protection cabinets to ensure fit and function.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by J.L. Industries, Inc., 4450 W. 78th Street Circle, Bloomington, MN 55435. Tel. (612) 835-6850.

B. Equivalent products by the following manufacturers are acceptable:

1. Amerex Corp., Trussville, AL. Tel. (205) 655-3271.
2. Larsen's Mfg. Co., Minneapolis, MN. Tel. (612) 571-1181.
3. Potter-Roemer, Santa Ana, CA. Tel. (800) 366-3473.

C. Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures.

2.02 FIRE EXTINGUISHERS

A. Provide fire extinguishers for each location indicated, in colors and finishes that comply with requirements of governing authorities.

B. Multi-Purpose Dry Chemical for Surface Mounting: Equal to J.L. Industries Cosmic 10E, UL rated 4A-80BC, 10 lb. nominal capacity.

2.03 MOUNTING BRACKETS

A. Mounting Brackets: Provide manufacturer's bracket designed to prevent accidental dislodgment of extinguisher, of proper size for type and capacity of extinguisher indicated, in manufacturer's standard plated finish.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with ADA and applicable regulations of governing authorities.

B. Examine fire extinguishers for proper charging and tagging.

1. Remove and replace damaged, defective, or undercharged fire extinguishers.

C. Securely fasten mounting brackets to structure, square and plumb, to comply with manufacturer's instructions.

D. Fire Extinguisher unit(s) shall be mounted in exposed location(s) where indicated on Drawings.

END OF SECTION

DRAWINGS

HILLSDALE PARK SENIOR CENTER

6024 LORMA Rd
Mobile, Alabama 36608

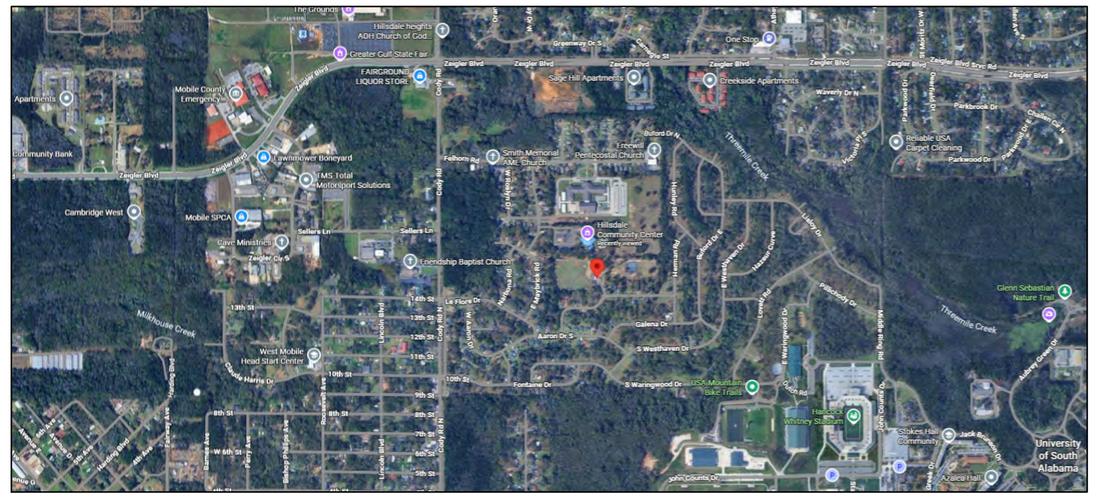
CITY OF MOBILE

PR-049-25

BY

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

FOR


Mobile County Emergency Management
Community Bank
Cambridge West
Mobile SPCA
Mississippi Sand Hills Crane
West Mobile Head Start Center
Hillsdale Baptist Church
Creekside Apartments
Mobile Co. Conservation District
Mobile Co. Health Department
Mobile Co. Public School System
Mobile Co. Juvenile Detention Center
Mobile Co. Metro Jail
Mobile Co. Sheriff's Office
Mobile Co. Corrections
Mobile Co. Metro Jail Annex
Mobile Co. Public Safety Training Center
Mobile Co. Communications District
Mobile Co. Animal Control

BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS

Revised March 2025

1. GENERAL INFORMATION

Name of Project HILLSDALE PAVILION RENOVATION
Address 558 FELHORN ROAD EAST, MOBILE, AL 36608
Proposed Use RECREATION HALL – BUSINESS & ASSEMBLY OCCUPANCY
Owner CITY OF MOBILE – PM BETH MILLER
Address 205 GOVERNMENT STREET, MOBILE, AL 36602
Phone ____ Fax ____ E-Mail elizabeth.miller@cityofmobile.org
Authorized Agent CHRISTINA MARIE, PE
Address 8658 CAPITAL DR N, MOBILE, AL 36695
Phone 251-455-9189 Fax ____ E-Mail jaguarengineers@yahoo.com
Contractor TO BE DETERMINED
Address ____
Phone ____ Fax ____ State License No ____

2. LEAD DESIGN PROFESSIONAL CHRISTINA MARIE, PE

Designer	Name	License #	Phone
Architectural	KARRIE MAURIN, RA	7646	850-221-0670
Civil	--	--	--
Electrical	CHRISTINA MARIE, PE	50660	251-455-9198
Fire Alarm	--	--	--
Plumbing	ROGER SMITH, PE	24744	840-402-1364
Mechanical	ROGER SMITH, PE	24744	840-402-1364
Sprinkler-Standpipe	--	--	--
Structural	--	--	--

Letter of Supervision Provided Yes X No

2.1 Special Inspections - IBC Section 1704

Building Permit Requirements: The permit applicant shall submit a statement of Special Inspections prepared by the Registered Design Professional in charge and in accordance with IBC Section 107.1. As a condition for permit issuance, this statement shall include a list of materials and work requiring special inspections by this Section, 1704.3, the inspections to be performed, list of individuals, approved agencies and firms intended to be retained for conducting such inspections.

_____ Yes ___X___ No

If no, explain
_____
_____
_____
_____

2.2 STATEMENT OF SPECIAL INSPECTIONS

PROJECT NAME: _____
PROJECT ADDRESS: _____
PERMIT NUMBER: _____
PERMIT APPLICANT: _____
PERMIT APPLICANT ADDRESS: _____
OWNER: _____
OWNER _____
ADDRESS: _____

REGISTERED DESIGN PROFESSIONALS:

ARCHITECT: _____
GEOTECHNICAL ENGINEER: _____
STRUCTURAL ENGINEER: _____
MECHANICAL ENGINEER: _____
ELECTRICAL ENGINEER: _____

A Statement of Special Inspections shall be submitted as a condition for the issuance of a permit in accordance with the International Building Code, Chapter 17. The Statement of Special Inspections shall include a Schedule of Special Inspections for the above-referenced project, as well as identify the individuals, agencies, or firms intended to be retained for conducting the Special Inspections.

The Special Inspector (s) shall keep records of all inspections and shall furnish interim inspection reports to the building official and to the registered design professional in responsible charge and at a frequency agreed upon by the permit applicant and building official prior to the start of work. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and the registered design professional in charge prior to the completion of that phase of the work. A Final Report of Final Inspections documenting required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted by each agent at the completion of that phase of work.

The minimum frequency of interim report submittals shall be not less than:
Monthly Bi-Monthly Upon completion Per Attached Schedule

The Special Inspection Program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety, means and methods of construction are solely the responsibility of the Contractor.

_____ Date
Owner's Signature
_____ Date
Building Official Signature

SPECIAL INSPECTIONS SCHEDULE

CODE SECTION	SPECIAL INSPECTOR	INSPECTION	REQUIRED YES	REQUIRED NO	FREQUENCY OF INSPECTION CONTINUOUS	FREQUENCY OF INSPECTION PERIODIC
1705.2		STEEL CONSTRUCTION				
1705.3		CONCRETE CONSTRUCTION				
1705.4		MASONRY CONSTRUCTION				
1705.5		WOOD CONSTRUCTION				
1705.6		SOILS				
1705.7		DRIVEN DEEP FOUNDATIONS				
1705.8		CAST-IN-PLACE DEEP FOUNDATIONS				
1705.9		HELICAL PILE FOUNDATIONS				
1705.10		WIND RESISTANCE				
1705.11		SEISMIC RESISTANCE				
1705.12		TESTING & QUALIFICATION FOR SEISMIC RESISTANCE				
1705.13		SPRAYED FIRE-RESISTANT MATERIAL				
1705.14		INTUMESCENT & INTUMESCENT FIRE RESISTIVE COATINGS				
1705.15		EXTERIOR INSULATION & FINISH SYSTEMS				
1705.16		FIRE RESISTANT PENETRATIONS &JOINTS				
1705.17		SMOKE CONTROL				

3. GENERAL CODE DATA

3.1 Building and Fire Codes used in design (Check all that apply)

X 2021 International Building Code — X 2021 International Plumbing Code
X 2020 National Electrical Code — 2021 International Property Maintenance Code
X 2021 International Mechanical Code — X 2021 International Fire Code
2021 International Residential Code — X 2021 International Existing Building Code
2021 International Residential Code — X International Energy Conservation
ASHRAE 90.1 (Latest Edition Code Adopted by State of Alabama)

3.2 Construction Description

New Construction — X Renovation (Existing Bldg.) — Tenant Build-out
Alteration — Addition — Change of Occupancy

Scope of Work - Building: RENOVATE INTERIOR FINISHES AND EXISTING RESTROOMS TO BE ADA COMPLIANT. RENOVATE FOR A NEW WARMING KITCHEN. ALL MEP SYSTEMS TO BE UPGRADED.

Scope of Work - Electrical: REMOVE ALL EXISTING LIGHTING AND REPLACE WITH NEW ENERGY EFFICIENT LED LIGHTING (INCLUDING BUT NOT LIMITED TO GENERAL LIGHTING AND EXIT LIGHTING.PROVIDE NEW POWER AS REQUIRED FOR NEW WARMING KITCHEN. REMOVE AND REPLACE INTERIOR DISTRIBUTION PANEL. REMOVE ALL ABANDONED EQUIPMENT, DEVICES, CABLING, CONDUIT, ETC.

Scope of Work - Mechanical: REPLACE EXISTING PACKAGE UNIT AND ASSOCIATED AIR DISTRIBUTION SYSTEM WITH A NEW UNIT AND AIR DISTRIBUTION SYSTEM.

3. GENERAL CODE DATA (CONT'D)

Scope of Work - Plumbing: DEMOLISH EXISTING PLUMBING FIXTURES AND REPLACE NEW. NEW WATER AND SEWER SYSTEMS.

Scope of Work - Energy Conservation: N/A

Scope of Work - Fire: N/A

3.3 Existing Buildings

The building will remain in operation during construction ___Yes X No

If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 33. Yellow safety tape not acceptable.

3.4 Renovations

Is the work in this building or space a change of occupancy? ___Yes X No

3.5 Historic buildings

This building is a Historic Building ___Yes X No

3.6 Compliance Alternatives- (IBC Section 3412)

Provide building evaluations when existing building does not meet current codes and renovations will not meet all requirements of current building code. Provide evaluation of existing building and a second evaluation reflecting those design features chosen by the Architect/Engineer to give the building a positive score for fire safety, means of egress, and general safety. Call Chief Building Inspector if you are not sure whether evaluation is required or not. Include Summary sheet (Tables in 3412) on drawings including applicable calculations.

4. BUILDING DATA

Construction Type __ IA __ IB __ IIA __ IIB __ IIIA
X IIIB __ IV __ VA __ VB __ IS
Mixed construction __ No X Yes Types B + A-3
Sprinklers X No __ Yes __ Partial
System Type __ 13 __ 13R __ 13D
Standpipes X No __ Yes __ Wet __ Dry Class __ Combined
Building Height 12 Feet 1 Number of Stories ___ Unlimited (IBC 507)
Mezzanine: X No __ Yes
High Rise X No __ Yes
Atrium X No __ Yes
Basement X No __ Yes

5. OCCUPANCY CLASSIFICATION

X Assembly 303 ___ A-1 ___ A-2 X A-3 ___A-4 ___ A-5
X Business 304
__ Education 305
__ Factory Industrial 306 ___ F-1 ___ F-2
__ High-Hazard 307 ___ H-1 ___ H-2 ___ H-3 ___ H-4 ___ H-5
__ Institutional 308 ___ I-1 ___ I-2 ___ I-3 ___ I-4 ___ Condition
__ Mercantile 309
__ Residential 310 ___ R-1 ___ R-2 ___R-3 ___ R-4
__ Storage 311 ___ S-1 ___ S-2 ___ High-piled
__ Utility and Miscellaneous 312 ____
__ Parking Garage 406.2 ___ Open 406.3 ___ Enclosed 406.4 ___ Repair 406.6

5.1 Occupant Load

Occupant Load/Occupancy Type = SEE LS1 FOR ANALYSIS Total 76 PPL
Note: Include occupant load calculations for the following types of projects: assembly, educational, institutional, large complex projects, mixed occupancies, multi-story projects.

5.2 Special Occupancy: 406 and 509 N/A

__ Parking Garage 406.2 ___ Open 406.3 ___ Enclosed 406.4 ___ Repair 406.6
__ S-2 Enclosed Parking Garage w/ S-2 open parking above 510.3
__ Parking Beneath R 510.4 ___ R-1 ___ R-2 Construction Type ____ IIA ____ III A
__ Open parking beneath A, I, B, M and R 510.7
__ S-2 enclosed parking with A, B, M or R

5.3 Mixed Occupancy ___ No X Yes Separation _____ Hr
Exception _____

Identify whether you are using the provisions of Non-Separated Uses or Separated Uses by placing an "X" below by your design choice.

X Non-Separated Mixed Occupancy (508.3)

The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.

__ Separated Mixed Occupancy (508.4)

Each portion of the building shall be individually classified as to use and shall be completely separated from adjacent areas by fire barrier walls or horizontal assemblies or both having a fire-resistance rating determined in accordance with **Table 508.4** for the uses being separated. For each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

__ Incidental Use Areas (Table 508.2.5)

$$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1$$

6. ALLOWABLE BUILDING AREAS AND HEIGHTS (TABLE 503)

6.1 Allowable Area

Allowable area SEE LS1 Sq. Ft Actual area TOTAL = 1,343 Sq. Ft
Attach area increase calculations per Section 506, if applicable. For unlimited areas, provide applicable paragraph number in Section 507 _____.

6.2 Allowable Height SEE LS1 FOR MIXED USE ALLOWABLE HEIGHT & STORIES

Allowable height ___--___Ft Actual building height +/- 14'-0" Ft
Allowable no. of stories --- Actual no. of stories 1

7. FIRE PROTECTION REQUIREMENTS

7.1 Building Element — **Req'd Rating** — **UL No.***

	Req'd Rating	UL No.*
Structural frame, columns, girders, trusses	0	--
Bearing Walls Exterior	0	--
Bearing Walls Interior	0	--
Non-bearing walls and partitions	Exterior 0	--
Non-bearing walls and partitions	Interior 0	--
Floor Construction: supporting beams and joists	0	--
Roof construction (Including supporting beams and joists)	0	--

Sprinkler Systems ____Yes X No ____Partial
Sprinkler Type 13 13R ____13D
Standpipes ____Yes X No ____Wet ____Dry Class
Fire/Smoke Alarm ____Yes X No

7.2 Fire Rated Elements

Fire Element	Required	UL* Hourly Rating	Number
Interior Walls Bearing	0	--	--
Non-bearing	0	--	--
Ceiling-Floors	0	--	--
Beams	0	--	--
Columns	0	--	--
Ceiling-Roofs	0	--	--
Shafts-Exit	0	--	--
Shafts-Other	0	--	--
Corridor Separation	0	--	--
Occupancy Separation	--	--	--
Party/Fire Wall Separation:	N/A	--	--
Smoke Barrier Separation:	N/A	--	--
Tenant Separations:	N/A	--	--

* **Or other approved agencies**

FOOTNOTES

1. All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
2. Identify code section when using any special exceptions, etc.
   Reproduce full UL. or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

7.3 Draftstopping N/A

Draftstopping in floor (718.3) ___Yes ___No
Draftstopping in attic (718.4) ___Yes ___No

7.4 Distance to Property Line from Exterior Wall (Table 602) N/A
(Site Plan/Reference Plan required)

Fire Separation Distance _____ Ft Fire Resistance Rating _____ Hrs

7.5 Life Safety Systems

Emergency Lighting: ___ No X Yes
Exit Signs: ___ No X Yes
Fire Alarm: X No ___ Yes
Smoke Detection Systems: X No ___ Yes

8. EXIT REQUIREMENTS

8.1 Exit Access

No. of exits required 2
No. of exits furnished 2

8.2 Means of egress width (1005)

Units of Exit required 41.8 inches
Units of Exit furnished 126 inches

Stair width units required N/A inches
Stair width units provided N/A inches

8.3 Diagonal Rule (1015.1) N/A

Meets 1015.2.1 ___ Yes ___ No

8.4 Travel Distance (Table 1017.2)

Allowable Travel Distance 200 Ft
Actual Travel Distance (Maximum) 52 Ft

8.5 Spaces with one means of egress (1015) N/A

For buildings with one means of egress, I have checked the occupant load and the common path of travel against the requirements of IBC 1015. ____ Yes ____ No.

9. LIFE SAFETY PLAN

Provided X Yes ____ No (If yes, Drawing No.) SEE SHEET LS1

10. ACCESSIBILITY (Chapter 11)

Design conforms to IBC Chapter 11 ICC A117.1-2009. X Yes ___ No
If no, explain condition that will not allow building to be accessible.

10.1 ACCESSIBLE PARKING N/A

Total Parking Spaces _____
Total Accessible Parking Spaces _____
Total Accessible Van Parking _____

11. DESIGN LOADS N/A

Ultimate Design Wind Speed Maps in accordance with 11609 0r ASCE 7-10

_____ Risk Cat. I - 145 mph _____ Risk Cat. II - 159 mph _____ Risk Cat III & IV - 169 mph

Classification of Building Category/Use Group _____ (I, II, III, IV)

Live Load Roof _____ PSF
Attic _____ PSF
Mezzanine _____ PSF
Floor _____ PSF

Wind Borne Debris Region (1609.1.2) N/A

This building will use impact resistant glass per 1609.1.2. ____ Yes ____ No

This building will use wood structural panels per exception 1609.1.2. ___ Yes ___ No

This building will use shutters.____ Yes ____No

Load-Bearing Values of Soils (1610) N/A

Allowable soil bearing_____ pounds / sq. ft.
Soil Report ____ Yes ___ No.

Earthquake Design (1613) N/A

Seismic Design Load Controls _____ Yes ____ No
If seismic design controls, furnish data required in 1603.1.5.

12. SPECIAL DETAILED REQUIREMENTS N/A

I have reviewed the special detail requirements in Chapter 4 as indicated below and incorporated the provisions into my design.

REQUIREMENT		APPLICABLE (Yes or N/A)
402	Covered Mall building	N/A
403	High rise buildings	N/A
404	Atriums	N/A
405	Under Ground buildings	N/A
406	Motor-vehicle Related Occupancies	N/A
407	Group I-2	N/A
408	Group I-3	N/A
409	Motion Picture Projection Rooms	N/A
410	Stages & Platforms	N/A
411	Special Amusement Buildings	N/A
412	Aircraft Related Occupancies	N/A
413	Combustible Storage	N/A
414	Hazardous Materials	N/A
415	Groups H-1, H-2, H-3, H-4, & H-5	N/A
416	Application of flammable finishes	N/A
417	Drying Rooms	N/A
418	Organic Coatings	N/A

13. FLOOD REQUIREMENTS (IBC 1612) N/A
All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance.

13.1 Special Flood Hazard Area ____ Yes ____ No
13.2 Flood Zone
Base Flood Elevation (BFE) _____
Minimum Finish Floor Elevation (MFFE) _____
13.3 Flood proofing Requirements ____ Yes ____ No
13.4 Flood Proofing Certificate provided ____ Yes ____ No
13.5 Flood Proofing Plan included ____ Yes ____ No
13.6 Flood Openings Requirements
____Yes ____ No
Total net area of flood openings _____
No. of flood openings _____
13.7 Comments _____

QUALITY ASSURANCE FOR WIND REQUIREMENTS (IBC 1705.10)

I have reviewed the requirements of IBC Section 1705 and my design incorporates the requirements of this Section of the Code and is reflected on the drawings and in the specifications.
___X___ Yes ____ No

I have notified the Contractor of his responsibility under Section 1704. _____ Yes ___X___ No N/A

*Contractor's Signature: _____
At time of permitting

15. SAFETY GLAZING FOR HAZARDOUS LOCATION N/A

I have identified on drawings where tempered glass is required in hazardous locations. (2406.3)
_____Yes ___X___No N/A

16. PREFABRICATED METAL BUILDINGS N/A

Requirements for metal building erection drawings included on drawings _____

17. PRE-ENGINEERED TRUSSES N/A

Live Loads shown _____
Wind Loads shown _____
Certification from manufacturer (Sealed) _____

18. FIRE DEPARTMENT REQUIREMENTS N/A

18.1 Required water supply _____ gpm @ psi (per Architect/Engineer)
(The Insurance Service Office (ISO) method; the Iowa State University (ISU) Method; the Illinois Institute of Technology (IIT) Research Institute Method), or the 2012 International Fire Code (Table B105.1).

18.2 Hydraulic calculations for fire hydrant systems shall be submitted to the Fire Department for review and approval prior to construction.
_____Yes _____X____No

18.3 ***Timing of Installation***. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction.
_____Yes _____X____No

18.4 Knox Key Box is required for all commercial occupancies with fire alarm and fire protection systems and all commercial occupancies requiring a certificate of occupancy inspection.
_____Yes _____X____No

19. ENERGY CODE REQUIREMENTS N/A

19.1 Energy Requirements:
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design versus annual energy cost for the proposed design.

19.2 Climate Zone: 2 - Mobile, Alabama N/A

19.3 Method of Compliance: N/A

Prescriptive (International Energy Conservation Code - (Latest edition adopted by State)) __EXIST
Building Envelope Requirements
Building Mechanical Systems
Service Water Heating
Electrical Power & Lighting System
Prescriptive (ASHRAE 90.1) _____
UA Trade-Off (need signed COMcheck calculations or other approved software) _____
Performance (International Energy Conservation Code) _____
Performance (ASHRAE 90.1) _____

20. ELECTRICAL CODE REQUIREMENTS

20.1 Electrical Work ___X___ Yes ____No
(If no, submit a Letter of Supervision indication electrical is not included in scope of work.)
20.2 Riser Diagram included ___X___ Yes ____No
20.3 Panel Schedules ___X___ Yes ____No
20.4 Light Fixture Schedule ___X___ Yes ____No
20.5 Service Location ____Yes ___X___ No
20.6 Panel Location ___X___ Yes ____No

21. MECHANICAL CODE REQUIREMENTS

21.1 Provide complete floor plan of mechanical layout (ductwork, a/c units, air-handlers, etc.) ___X___ Yes ____ No
21.2 Manufacturer's specifications. ___X___ Yes ____ No
21.3 HVAC equipment schedules. ___X___ Yes ____ No
21.4 HVAC clearances. ___X___ Yes ____ No
21.5 EER ratings for cooling capacity. ___X___ Yes ____ No
21.6 Permanent roof access location, (if required) ____Yes ___X___ No
21.7 Outside air ventilation calculations, (ASHRAE 62-2012) ___X___ Yes ____ No
21.8 Verify rated walls/ceilings with in building. N/A Yes ___X___ No
21.9 Printout of heating and cooling load calculations, (manual J) ____ Yes ___X___ No
21.10 Dryer vent length and location, (if applicable) N/A Yes ____ No

22. RESTAURANTS/BUILDINGS USING COOKING EQUIPMENT N/A

22.1 Kitchen equipment schedule. ___X___ Yes ____ No
22.2 Ventilation calculations shown on drawings. ____ Yes ___X___ No N/A
22.3 Cooking and ventilation equipment specifications. ____ Yes ___X___ No N/A
22.4 Exhaust outlet discharge clearances. ____ Yes ___X___ No N/A
22.5 Hood clearances from combustibles. ____ Yes ___X___ No N/A
22.6 Exhaust duct materials and construction type. ____ Yes ___X___ No N/A
22.7 Exhaust duct layout diagram shown. ____ Yes ___X___ No N/A

23. PLUMBING REQUIREMENTS

23.1 Plumbing Work ___X___ Yes ____ No
(If no, submit a Letter of Supervision indication plumbing is not included in scope of work.)
23.2 Riser Diagram included ___X___ Yes ____ No
23.3 Fixture Schedule included ___X___ Yes ____ No
23.4 Public Sewer ___X___ Yes ____ No
23.5 Total Number of Required Fixtures:

IPC TABLE 403.1
TOTAL NUMBER OF REQUIRED FIXTURES

	OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS MEN	WATER CLOSETS WOMEN	LAVATORIES MEN	LAVATORIES WOMEN	DRINKING FOUNTAINS	JANITOR SINK
REQUIRED	B	2	1	1	1	1	2	1
	A-3	74	--	--	--	--	(DUAL ADA WATER FOUNTAIN)	
TOTAL		76	1	1	1	1	2	1

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08/06/25
REGISTERED ARCHITECT

NUMBER	REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL BUILDING CODE SUMMARY

SHEET: BCS1

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CODE SUMMARY

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL PLUMBING CODE
2021 LIFE SAFETY CODE
2020 NATIONAL ELECTRIC CODE
ASHRAE 90.1
AMERICANS WITH DISABILITIES ACCESSIBILITY GUIDELINES (ADAAG)
ICC A117.1–2017 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

INTERNATIONAL BUILDING CODE

OCCUPANCY CLASSIFICATION: BUSINESS – IIIB, ASSEMBLY (A–3) – IIIB
ALLOWABLE HEIGHT & BUILDING AREA, TABLE 504.3, 504.4 & 506.2:
GROUP B – BUSINESS
CONSTRUCTION – TYPE IIIB, UNSPRINKLED
MAXIMUM HEIGHT IN FEET – 55 FT.
MAXIMUM NUMBER OF STORIES – 3
MAXIMUM AREA – 19,000 SQ. FT.
GROUP A–3 – ASSEMBLY
CONSTRUCTION – TYPE IIIB, UNSPRINKLED
MAXIMUM HEIGHT IN FEET – 55 FT.
MAXIMUM NUMBER OF STORIES – 2
MAXIMUM AREA – 9,500 SQ. FT.

BUILDING AREA

TOTAL FLOOR AREA = 1,343 SQ. FT.
BUSINESS = GROSS FLOOR AREA = 234 SQ. FT.
ASSEMBLY = NET FLOOR AREA = 1,109 SQ. FT.

FIRE RESISTANCE RATINGS, TABLE 600: (N/A = NOT APPLICABLE)

OCCUPANT CONTENT

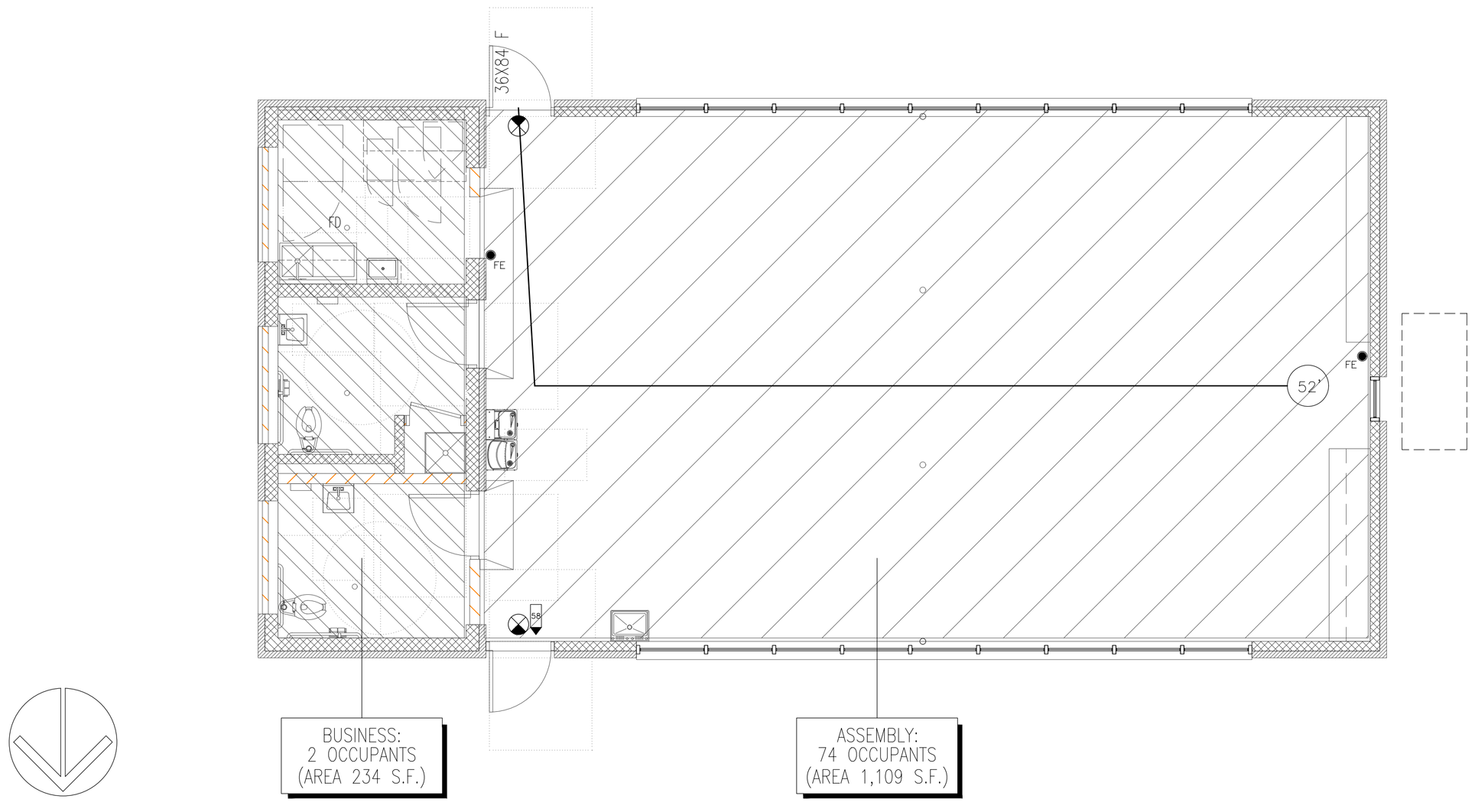
TABLE 1004.5
1004.5 OCCUPANCY LOAD: BUSINESS: 234 S.F./ 150 GROSS = (1.56) = 2 OCCUPANTS
1004.5 OCCUPANCY LOAD: ASSEMBLY: 1,109 S.F./ 15 NET = (73.9) = 74 OCCUPANTS
TOTAL OCCUPANCY = 2 + 74 = 76
EGRESS WIDTH PER PERSON SERVED (INCHES):
0.2" x 76 = 15.2" REQUIRED
TOTAL EXIT UNITS PROVIDED = 126"
MINIMUM NUMBER OF EXITS, PARA. 1006.3.3:
OCCUPANT LOAD < 500 = 2 REQUIRED
EXITS PROVIDED = 2

INTERNATIONAL PLUMBING CODE

MINIMUM NUMBER OF PLUMBING FACILITIES, TABLE 2902.1:
BUSINESS OCCUPANCY
WC MALE @ 1/25 – 1 REQUIRED – 1 PROVIDED
WC FEMALE @ 1/25 – 1 REQUIRED = 1 PROVIDED
LAVS, M&F @ 1/40 EA. = 1 M&F EA. REQUIRED, 1 M&F EA. PROVIDED
ASSEMBLY OCCUPANCY
WC MALE @ 1/125 – 1 REQUIRED – 1 PROVIDED
WC FEMALE @ 1/65 – 1 REQUIRED – 1 PROVIDED
LAVS, M&F @ 1/200 EA. = 1 M&F EA. REQUIRED, 1 M&F EA. PROVIDED
BUSINESS OCCUPANCY
DRINKING FOUNTAIN = 1/100 = 1 REQUIRED = 1 PROVIDED
SERVICE SINK = 1 REQUIRED = 1 PROVIDED

LEGEND

EXISTING WALLS TO REMAIN
NEW PARTITION
NEW DOOR
TRAVEL DISTANCE
EXIT CAPACITY (INCHES)
EXIT LIGHT
EMERGENCY LIGHT
FIRE EXTINGUISHER
BUSINESS THIS AREA
ASSEMBLY THIS AREA



1 LIFE SAFETY PLAN
SCALE: 1/4"=1'-0"

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Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL LIFE SAFETY PLAN & ANALYSIS

SHEET: LSP1

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SITE PLAN KEY NOTES

1. COORDINATE LOCATION FOR PROJECT SIGN INSTALLATION WITH PROJECT MANAGER.
2. SEE PROJECT SIGN DETAILS 3/A4.1.
3. REUSE AND REPAIR AS REQUIRED THE EXISTING CHAIN LINK FENCE SURROUND AT HVAC EQUIPMENT TO BE REPLACED.
4. EXISTING WINDOWS TO BE REPLACED COMPLETE WITH NEW WINDOWS AND NEW WINDOW HEAD WALL. SEE ARCHITECTURAL DESIGN.
5. EXISTING METAL & WOOD INFILL PANELS AT THE (3) TRANSOM OPENINGS TO BE REMOVED COMPLETE. NEW STUD WALL INFILL TO REPLACE AND MATCH THE NEW WINDOW HEAD WALL. SEE ARCHITECTURAL DESIGN.
6. ALL WORK ONSITE SHALL FOLLOW AS PRESCRIBED IN DEMOLITION SPECIFICATION SECTION 02400.

1 ARCHITECTURAL SITE PLAN - SCOPE OF WORK

SCALE: 1/16"=1'-0"

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SHEET TITLE: ARCHITECTURAL SITE PLAN - EXISTING

SHEET: AS1

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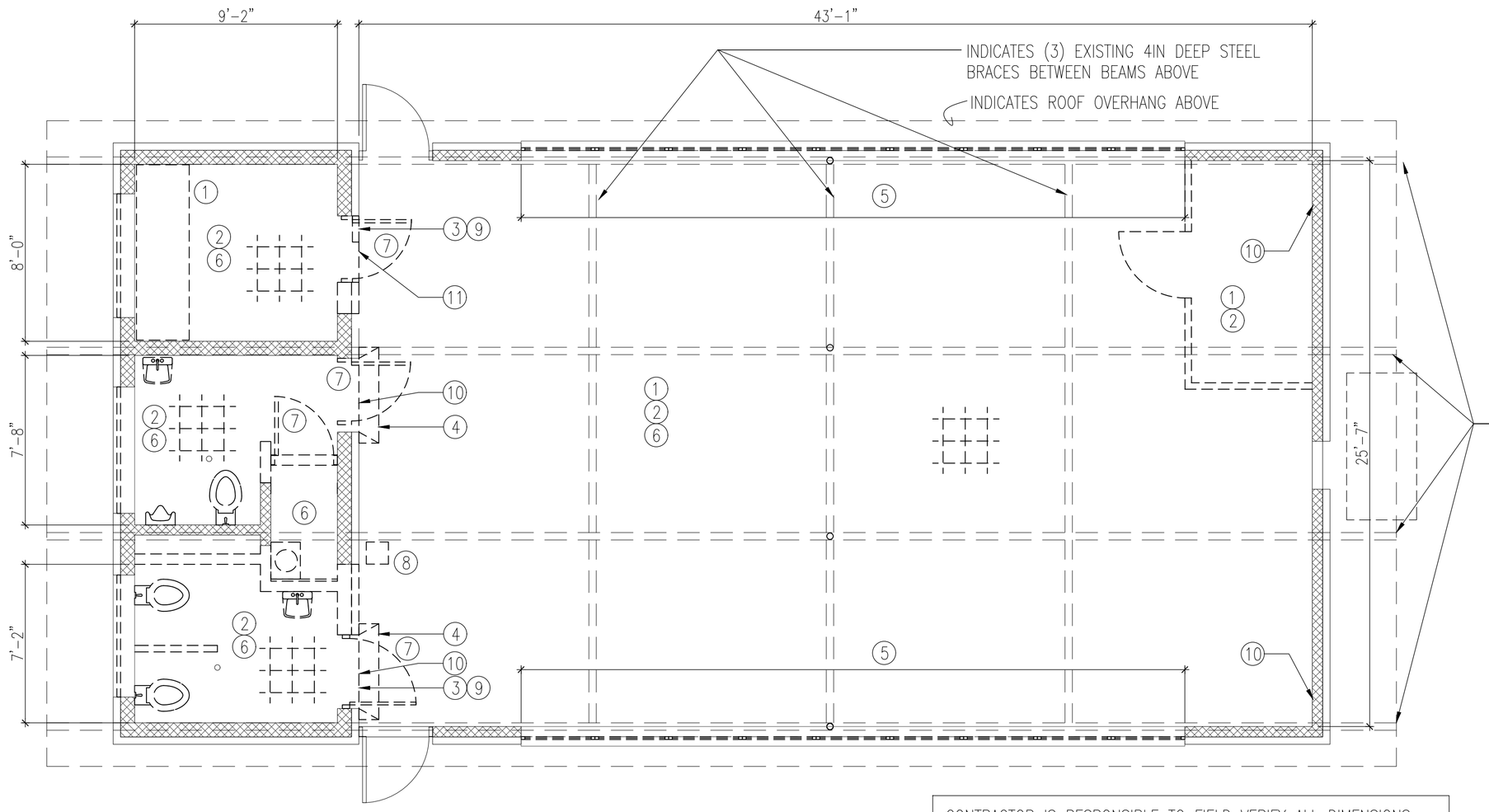


CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING ANY WORK OR ORDERING

DEMOLITION LEGEND

INDICATES EXISTING CMU WALL WITH BRICK VENEER TO REMAIN

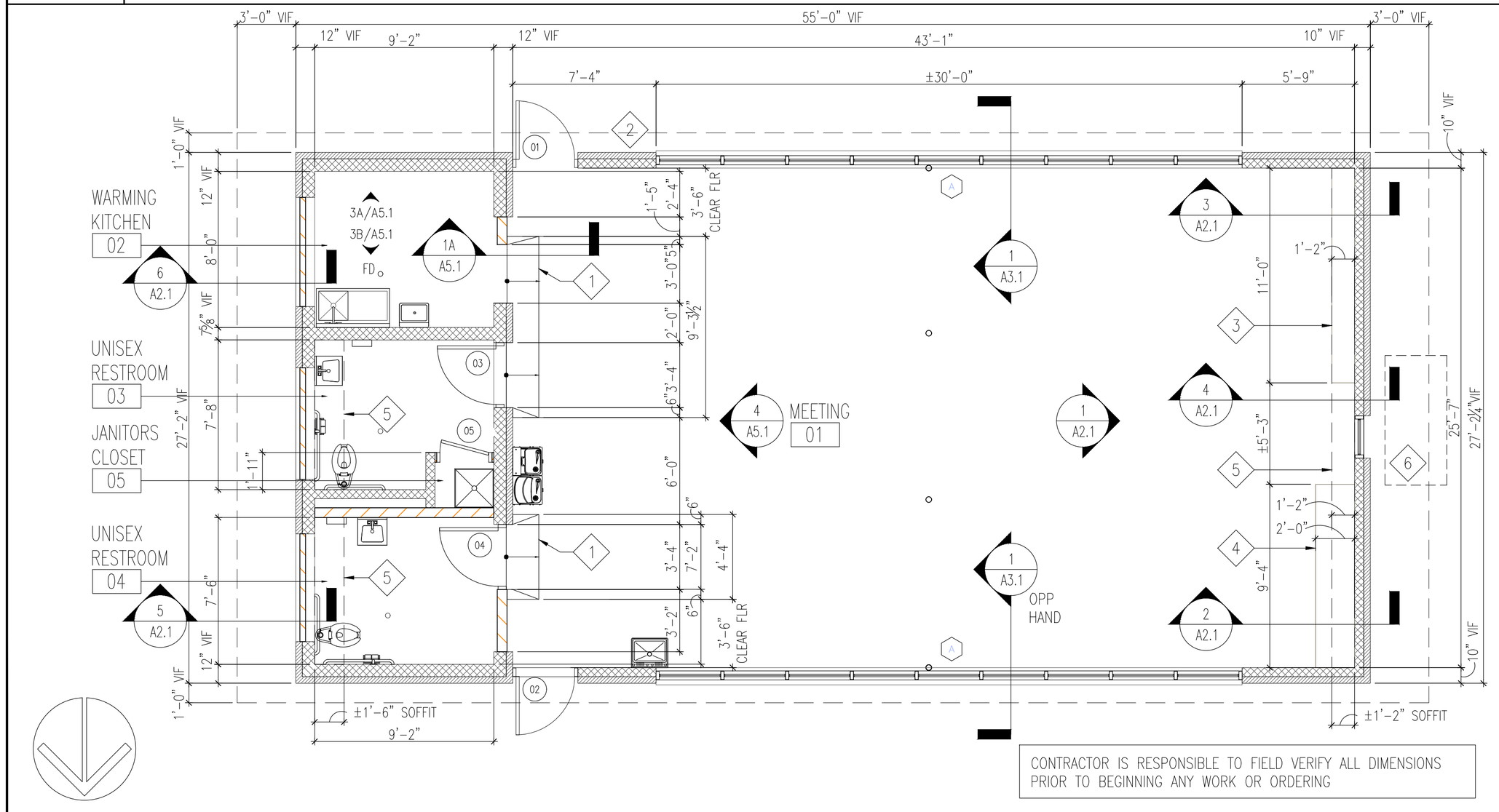
INDICATES EXISTING CONSTRUCTION TO BE REMOVED COMPLETE

DEMOLITION KEY NOTES

1. REMOVE ALL EXISTING FURNITURE, FIXTURES AND EQUIPMENT & SALVAGE PER OWNERS INSTRUCTIONS
2. REMOVE EXISTING FLOOR FINISH & PREPARE SUB-STRAIGHT FOR NEW FLOOR FINISH PER FINISH SCHEDULE
3. REMOVE EXISTING CONCRETE SLAB & PREPARE FOR NEW RAMP/THRESHOLD PER ARCHITECTURAL DETAILS
4. REMOVE CONCRETE SLAB RAMP & PREPARE FOR REPLACEMENT PER ARCHITECTURAL DETAILS
5. REMOVE EXISTING WINDOWS & TRIM COMPLETE. PREPARE OPENING IN MASONRY FOR WINDOW & HEADER REPLACEMENT PER DETAIL 1/A3.1
6. REMOVE EXISTING MEP FIXTURES PER ENGINEER DESIGN
7. REMOVE EXISTING DOOR AND FRAME COMPLETE, PREPARE JAMB FOR NEW DOOR & FRAME PER SCHEDULES
8. EXISTING WATER FOUNTAIN FIXTURE AND PIPING TO BE REMOVED COMPLETE, SEE PLUMBING DESIGN
9. GRIND DOWN EXISTING SLAB THRESHOLD TO MATCH MEETING ROOM FLOOR LEVEL & PREP FOR NEW FLOOR FINISH
10. COORDINATE NEW PENETRATIONS THRU EXISTING MASONRY WALL WITH MEP DESIGN. SEE STRUCTURAL DETIALS.
11. EXIST OPENING FOR SUPPLY DUCT & LOUVERS TO BE REUSED FOR NEW MECHANICAL EQUIPMENT. SEE MECHANICAL DESIGN.

2 FLOOR PLAN - DEMOLITION

SCALE: 1/4"=1'-0"



CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING ANY WORK OR ORDERING

NEW WORK LEGEND

INDICATES 2X WOOD STUD FRAME SOFFIT FINISHED WITH 5/8IN GWB ABOVE

INDICATES NEW 2X WOOD STUD FRAME WALL INFILL, SEE DETAILS FOR EACH CONDITION

PREFINISHED ALUMINUM STOREFRONT ASSEMBLY, SEE WINDOW SCHEDULE & DETAILS

NEW HOLLOW METAL DOOR AND FRAME, SEE DOOR SCHEDULE & DETAILS

(A) INDICATES WINDOW, SEE WINDOW SCHEDULE

(XX) INDICATES DOOR, SEE DOOR SCHEDULE

NEW WORK KEY NOTES

1. INSTALL CONCRETE THRESHOLD APRON, SLOPED @ 1:12 MAX AND FINISH TO MATCH SURROUNDING FLOOR FINISH PER PER SCHEDULE
2. PROVIDE & INSTALL "KNOX BOX" SEE AS1.1 FOR MODEL
3. PROVIDE & INSTALL PREFABRICATED FLOOR TO SOFFIT STORAGE CABINET WITH LOCKING DOORS – LAMINATED OR PAINTED BLACK. ARCHITECT TO APPROVE. SEE DETAIL 3/A2.1.
4. PROVIDE & INSTALL PREFABRICATED BASE & UPPER CABINET – LAMINATED OR PAINTED BLACK. COUNTERTOP TO BE LAMINATED BLACK. ARCHITECT TO APPROVE. SEE DETAIL 2/A2.1.
5. INSTALL BOX SOFFIT 2X WD @ 24IN O.C. AND FINISHED WITH PAINTED GWB. SEE DETAILS. COORDINATE DIMENSIONS WITH MEP DESIGN PRIOR TO INSTALLATION.
6. SEE MECHANICAL DESIGN FOR EQUIPMENT LAYOUT THIS AREA.

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	BASE	WALL				CEILING		REMARKS
				N	E	S	W	MATERIAL	HGT	
01	MEETING ROOM	LVT-1	WB-1	PT-2	PT-2	PT-2	PT-2	PT-4	EXIST	1,2,3
02	WARMING KITCHEN	CT-1	CT-1	PT-2	PT-2	PT-2	PT-2,PT-1	PT-4	EXIST	
03	UNISEX RESTROOM	CT-1	CT-1	PT-2	PT-2	PT-2	PT-2	PT-4	EXIST	1,2
04	UNISEX RESTROOM	CT-1	CT-1	PT-1,FRP	PT-2	PT-1	PT-1	PT-4	EXIST	1,2
05	JANITOR'S CLOSET	CT-1	CT-1	FRP	PT-2	PT-1	PT-2	PT-4	EXIST	1,2

SCHEDULE NOTES

1. ALL HM DOORS & FRAMES TO BE PAINTED PT-4
2. ALL GWB SOFFITS TO BE PAINTED TO MATCH CEILING COLOR, PT-3
3. ALL EXPOSED DUCTWORK TO BE PAINTED PT-3

ROOM FINISH SCHEDULE ABBREVIATIONS

PT-1 PRIME & PAINT PER 099000 – WHITE, SEMI-GLOSS
PT-2 PRIME & PAINT PER 099000 – WHITE, GLOSS
PT-3 PRIME & PAINT PER 099000 – BLACK, SEMI-GLOSS
PT-4 PRIME & PAINT PER 099000 – BLACK, GLOSS
LVT-1 LUXURY VINYL TILE – MOHAWK, "LARGE AND LOCAL" COLLECTION, RENDERED FLAX, 992 COIR GRAY
WB-1 WALL BASE – TARKETT, JOHNSONITE 6IN, LACK PEARL 82
FRP FIBERGLASS REINFORCED PANEL & TRIM FOR WALL SURROUND JANITOR'S SINK JANITORS
CT-1 PORCELAIN TILE – STONEPEAK CERAMICS, SIMPLY TAN, FORMAT 12X24, 6IN COVE BASE, HONE

1 FLOOR PLAN - NEW

SCALE: 1/4"=1'-0"

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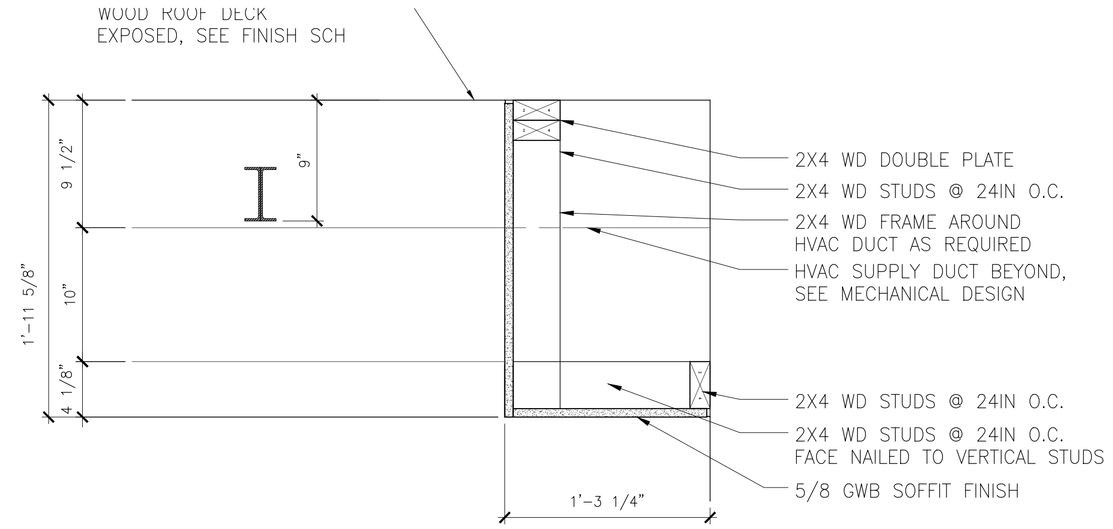
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

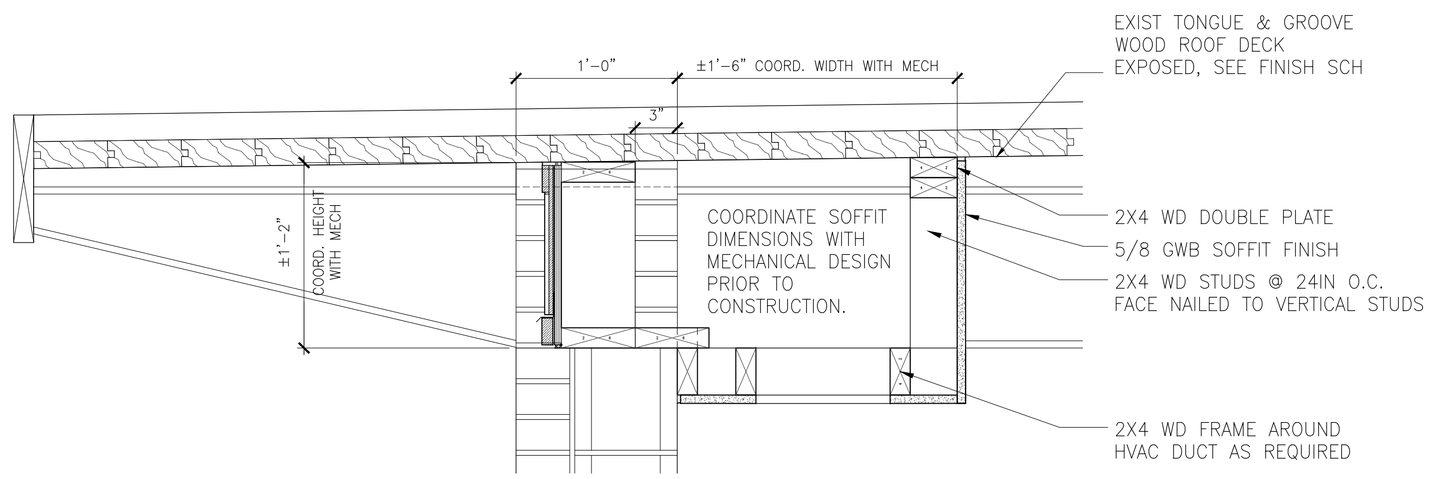
SHEET TITLE: ARCHITECTURAL PLANS - NOTES & SCHEDULES

SHEET: A1.1



4 DETAIL - SOFFIT TYPE A

SCALE: 1 1/2"=1'-0" | MEETING ROOM #01



5 DETAIL - SOFFIT TYPE B

SCALE: 1 1/2"=1'-0" | UNISEX RESTROOMS #03 & #04

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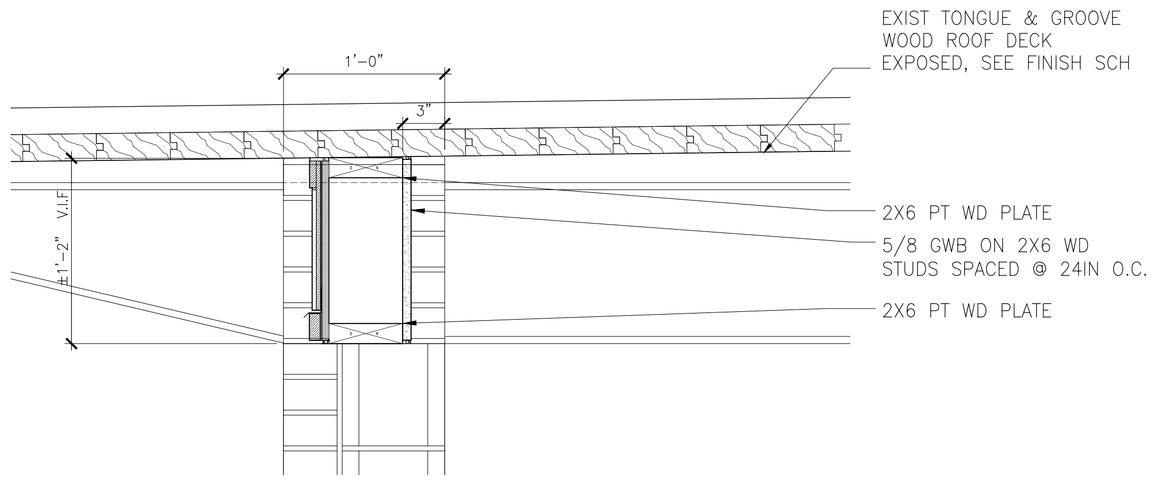
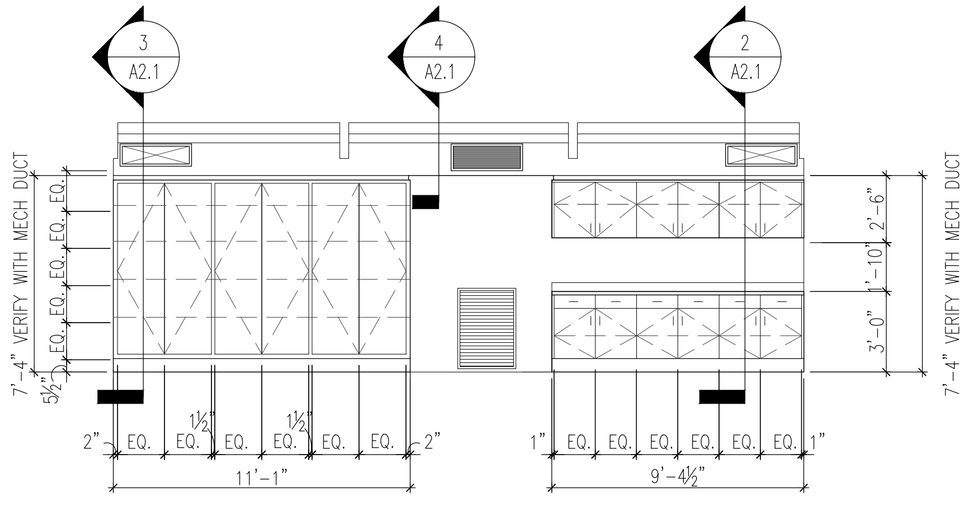
CONTRACTOR TO COORDINATE ALL SOFFIT CONFIGURATIONS WITH MECHANICAL DESIGN PRIOR TO CONSTRUCTION.



6 DETAIL - WALL INFILL

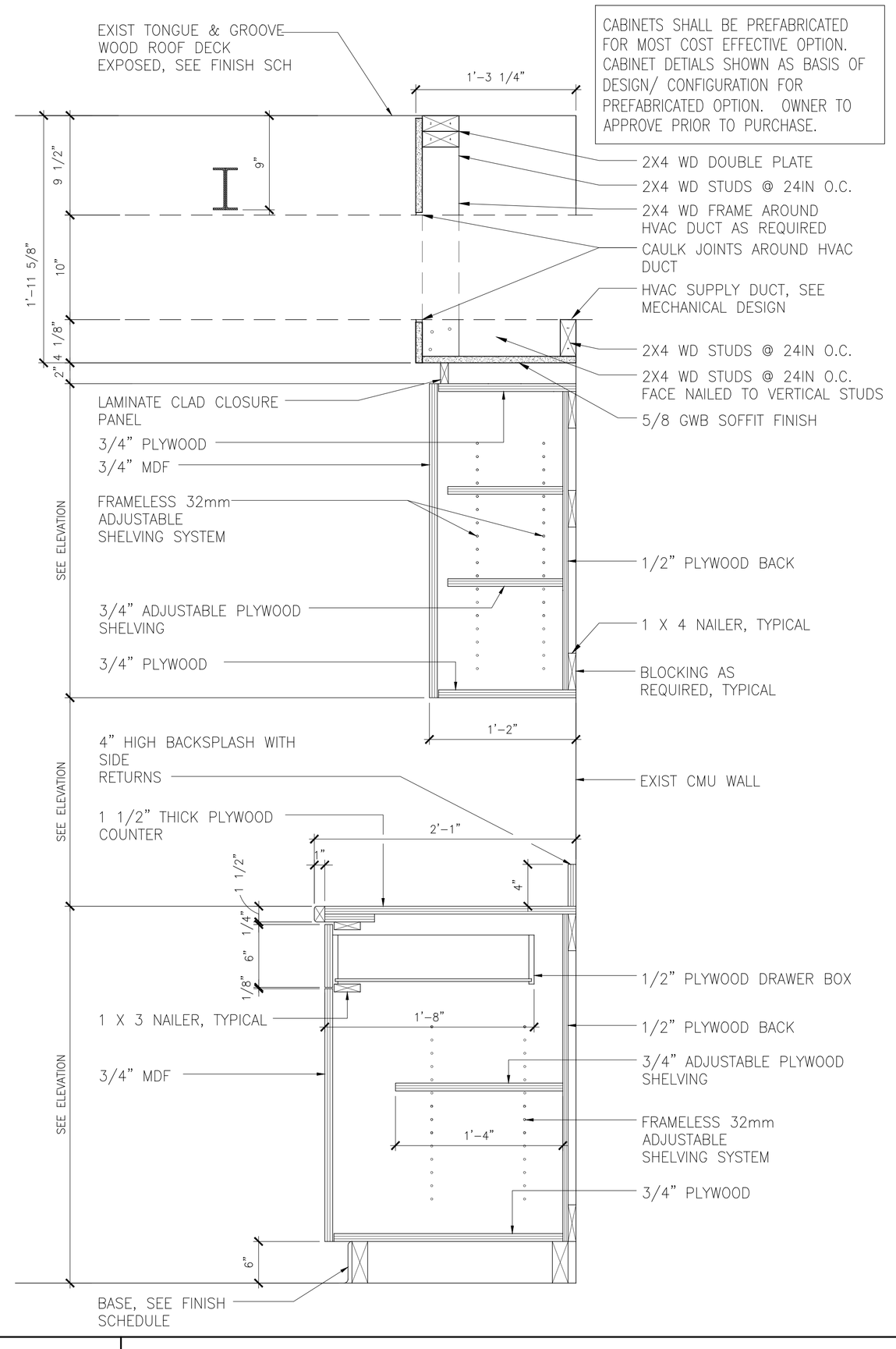
SCALE: 1 1/2"=1'-0" | WARMING KITCHEN #02

CABINETS SHALL BE PREFABRICATED FOR MOST COST EFFECTIVE OPTION. CABINET DETIALS SHOWN AS BASIS OF DESIGN/ CONFIGURATION FOR PREFABRICATED OPTION. OWNER TO APPROVE PRIOR TO PURCHASE.



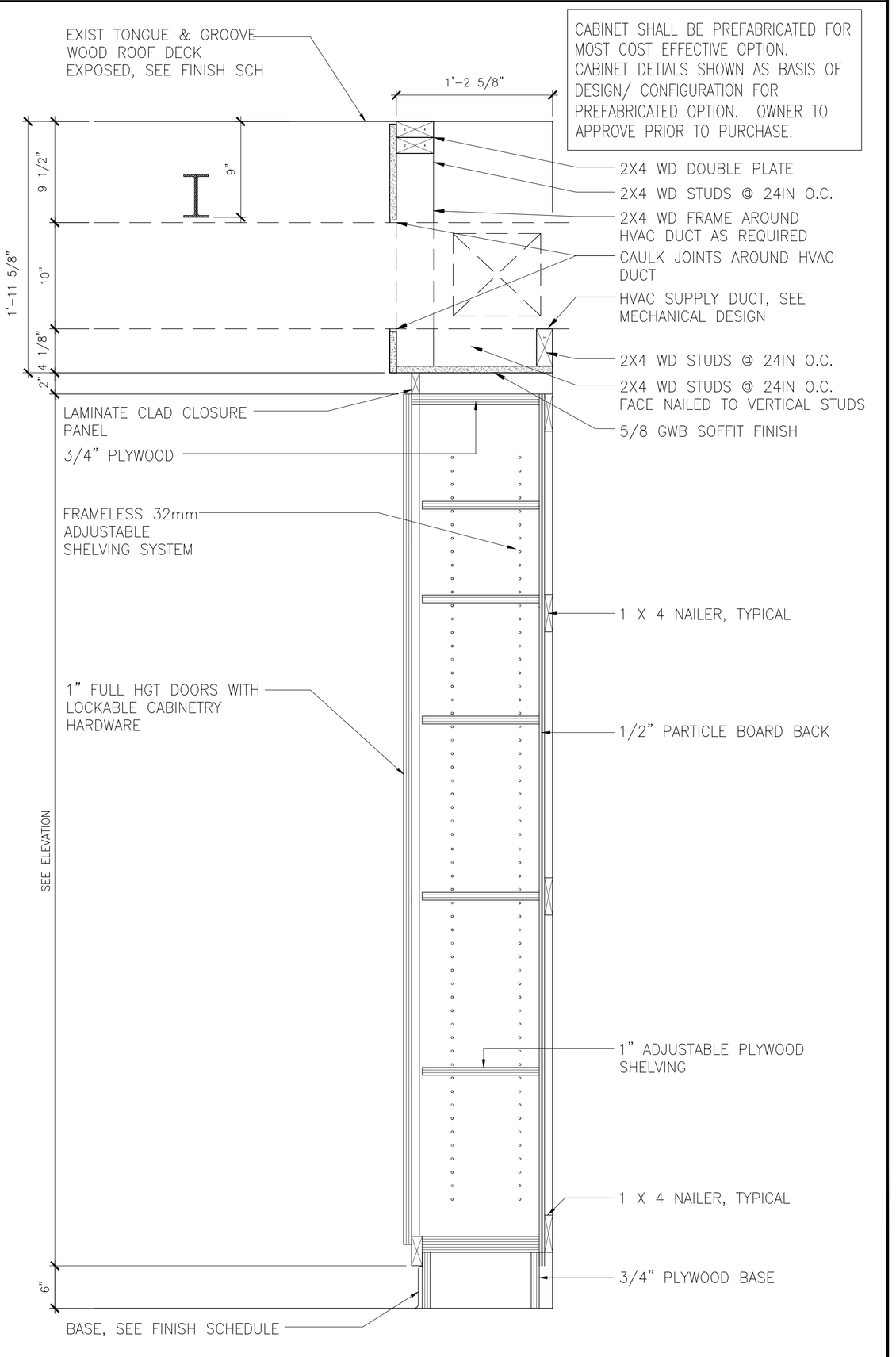
1 INTERIOR ELEVATION

SCALE: 1/4"=1'-0" | MEETING ROOM #01



2 DETAIL - COUNTERTOP

SCALE: 1 1/2"=1'-0" | MEETING ROOM #01



3 DETAIL - STORAGE CABINET

SCALE: 1 1/2"=1'-0" | MEETING ROOM #01

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SHEET TITLE: ARCHITECTURAL INTERIOR ELEVATIONS & DETAILS

SHEET: A2.1

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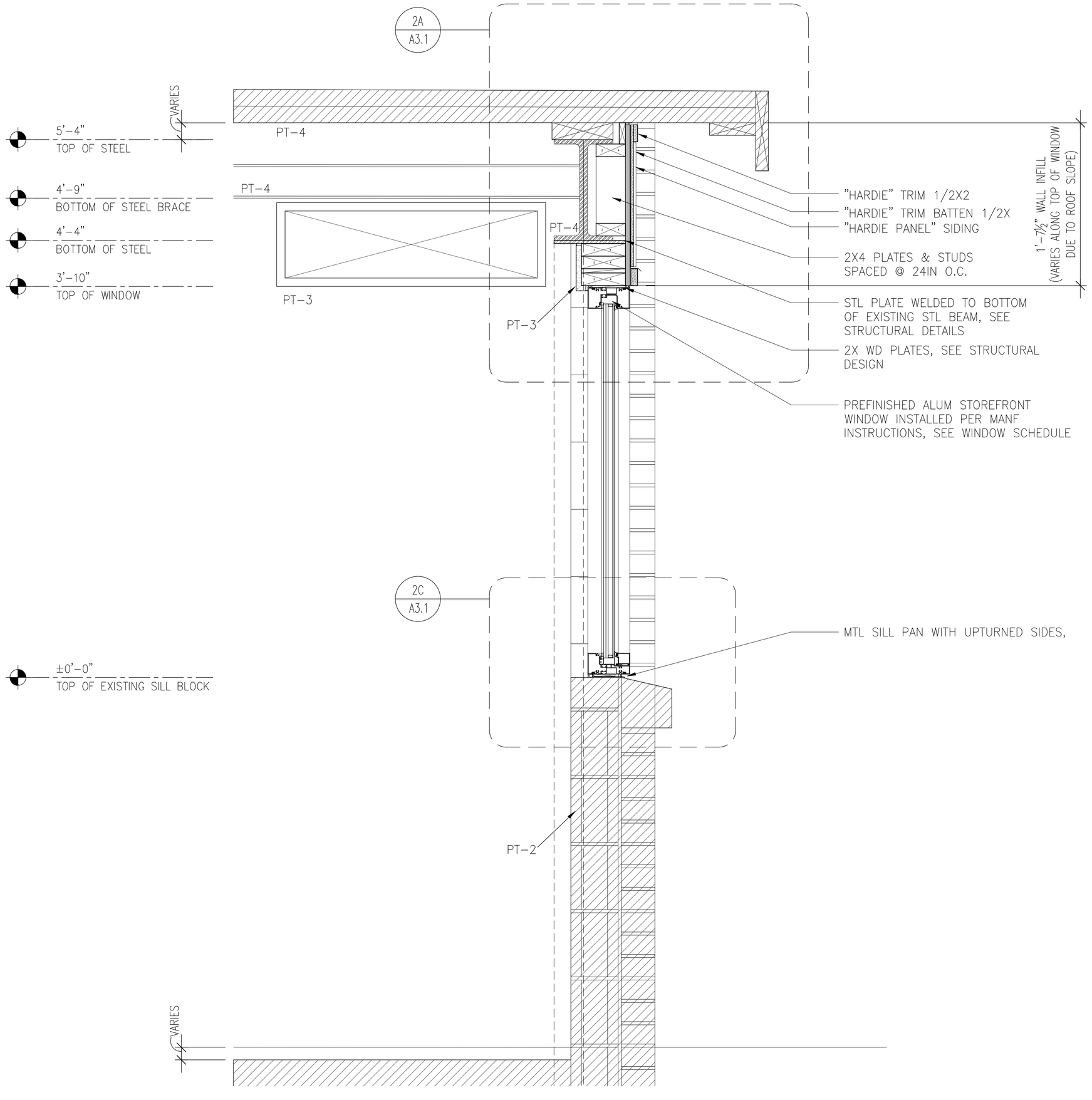
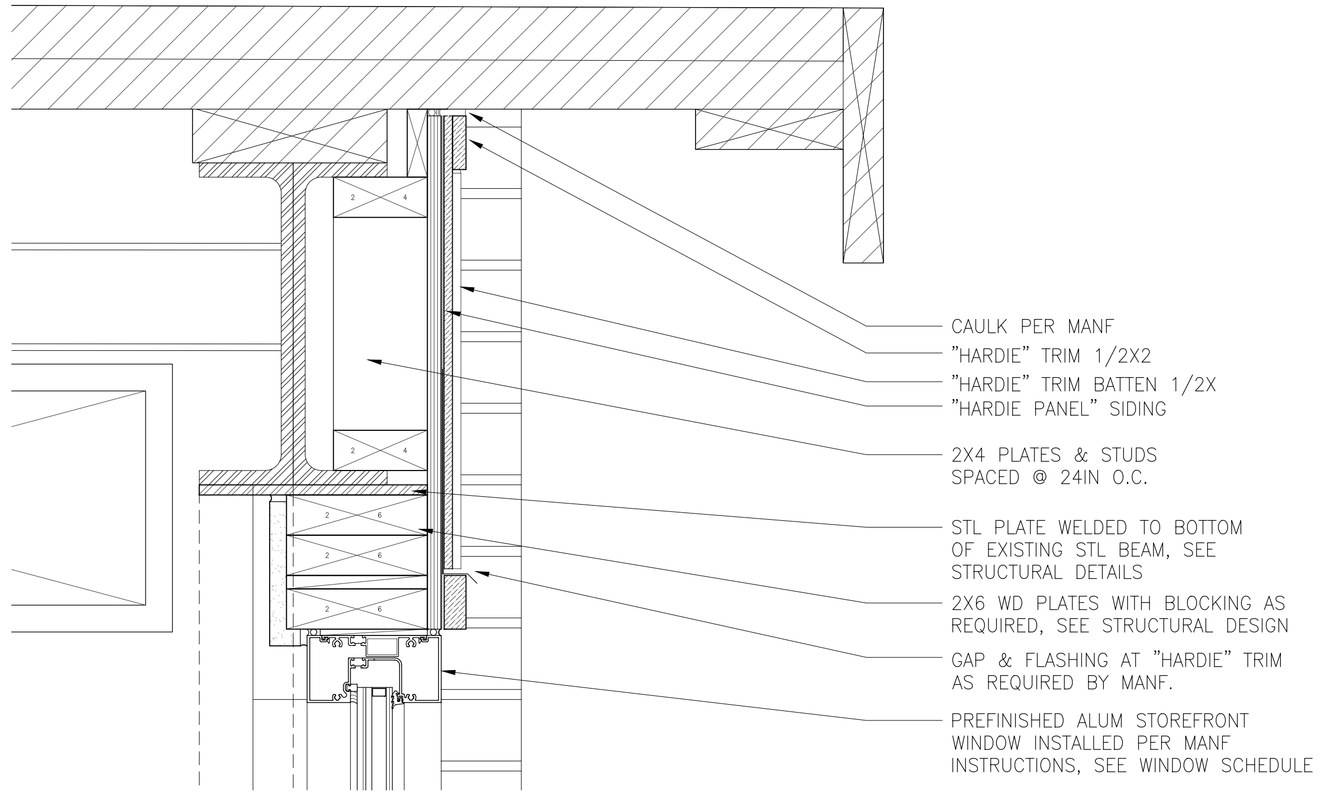


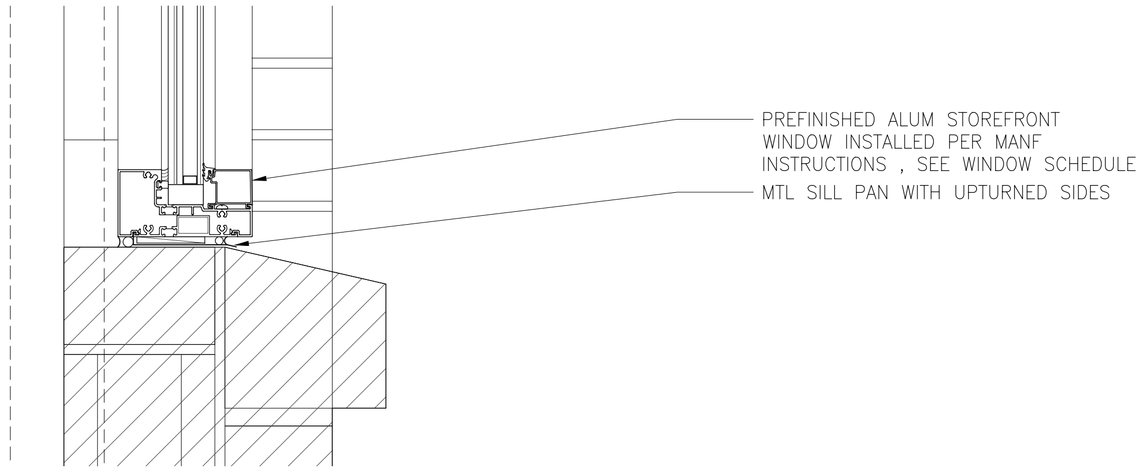
1 WALL SECTION - WINDOW

SCALE: 1 1/2"=1'-0"



2A DETAIL – WINDOW HEAD

SCALE: 3"=1'-0"



2C DETAIL – WINDOW SILL

SCALE: 3"=1'-0"

2 DETAILS - WINDOW

SCALE: 1 1/2"=1'-0"

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08/06/25
REGISTERED ARCHITECT

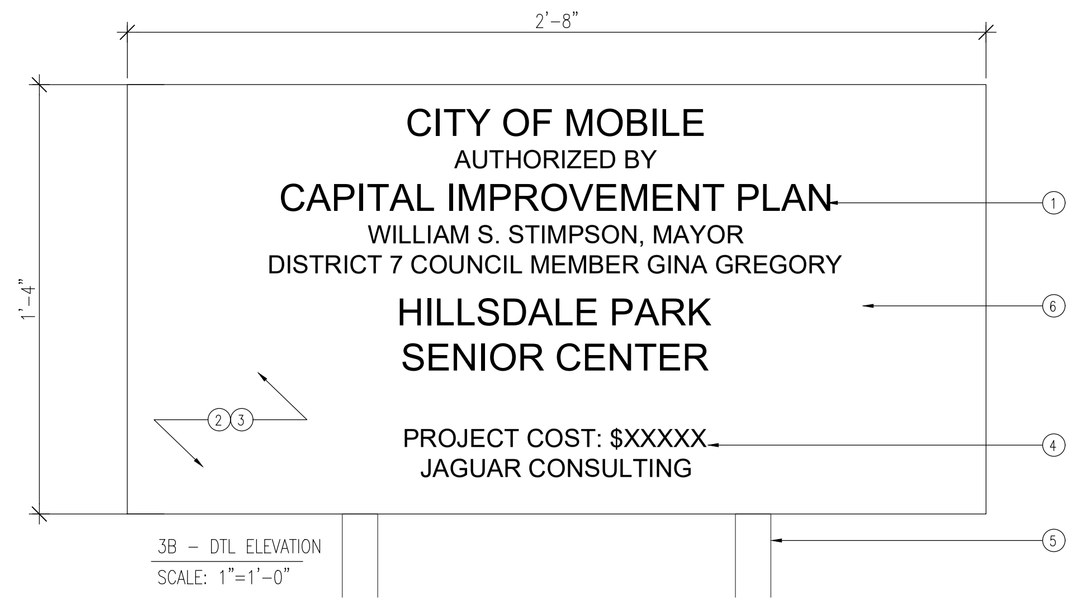
NUMBER	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

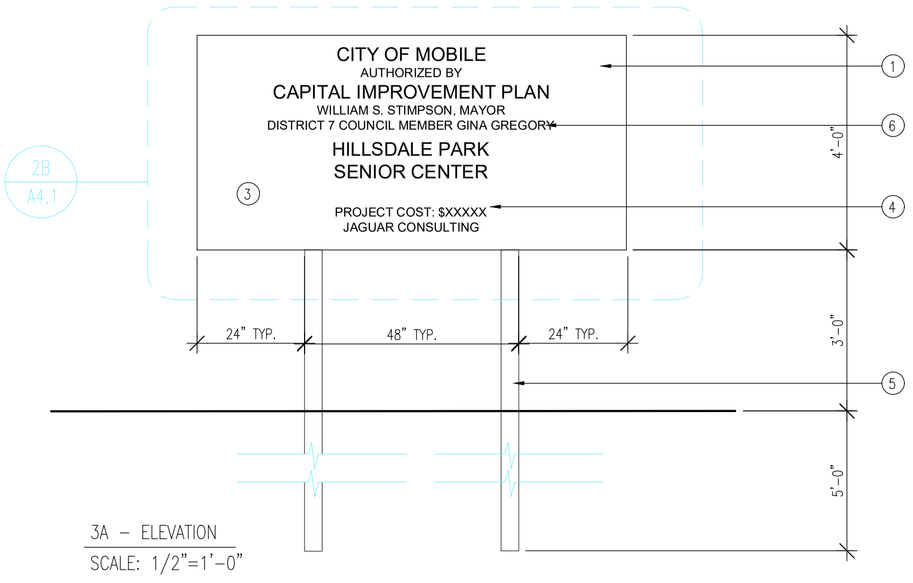
DESIGNED BY:
KKM
DRAWN BY:
KKM
CHECKED BY:
RCM
DATE:
08-06-2025

SHEET TITLE:
ARCHITECTURAL
SECTIONS
& DETAILS

SHEET:
A3.1



3B – DTL ELEVATION
SCALE: 1"=1'-0"



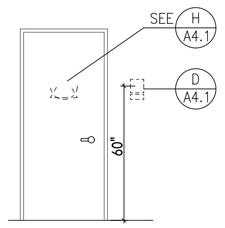
3A – ELEVATION
SCALE: 1/2"=1'-0"

CONSTRUCTION JOBSITE SIGN KEY NOTES

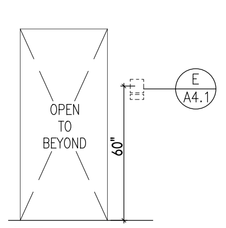
1. SIGN SHALL BE CONSTRUCTED OF 3/4IN MARINE GRADE PLYWOOD PAINTED WITH (2) COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE EOR.
3. SIGN SHALL BE FRESHLY PAINTED AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT AND THEN REMOVED FROM THE SITE
4. PROJECT COST SHALL BE NEATLY PAINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. 4X4 PRESSURE TREATED WOOD POST TO BE PAINTED WITH (2) COATS EXTERIOR SEMIGLOSS WHITE ENAMEL
6. VERIFY VERBIAGE OF SIGN WITH PROJECT EOR BEFORE FABRICATING AND INSTALLING. SUBMIT PROOF FOR APPROVAL TO EOR PRIOR TO INSTALLATION.

3 CITY OF MOBILE - CONSTRUCTION JOB SITE SIGN

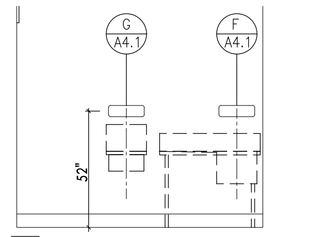
SEE DETAILS



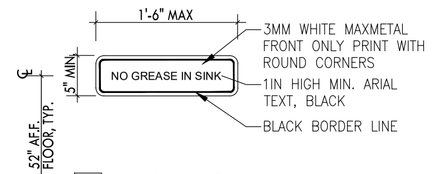
A RESTROOM IDENTIFICATION
WALL-MOUNTED SIGNAGE



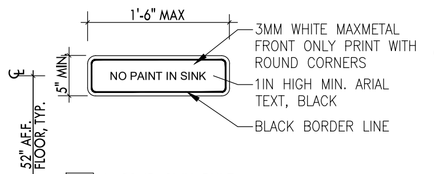
B WARMING KITCHEN IDENTIFICATION
WALL-MOUNTED SIGNAGE



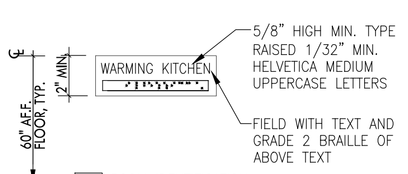
C WARMING KITCHEN SINK IDENTIFICATION
WALL-MOUNTED SIGNAGE



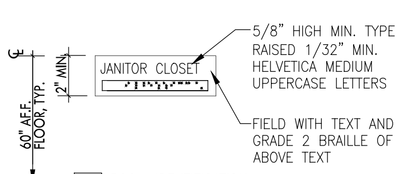
G HAND SINK RULE
WALL-MOUNTED SIGNAGE



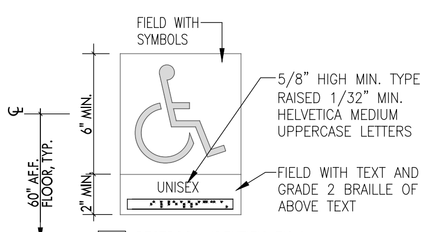
F 1-COMP SINK RULE
WALL-MOUNTED SIGNAGE



E ROOM IDENTIFICATION
WALL-MOUNTED SIGNAGE



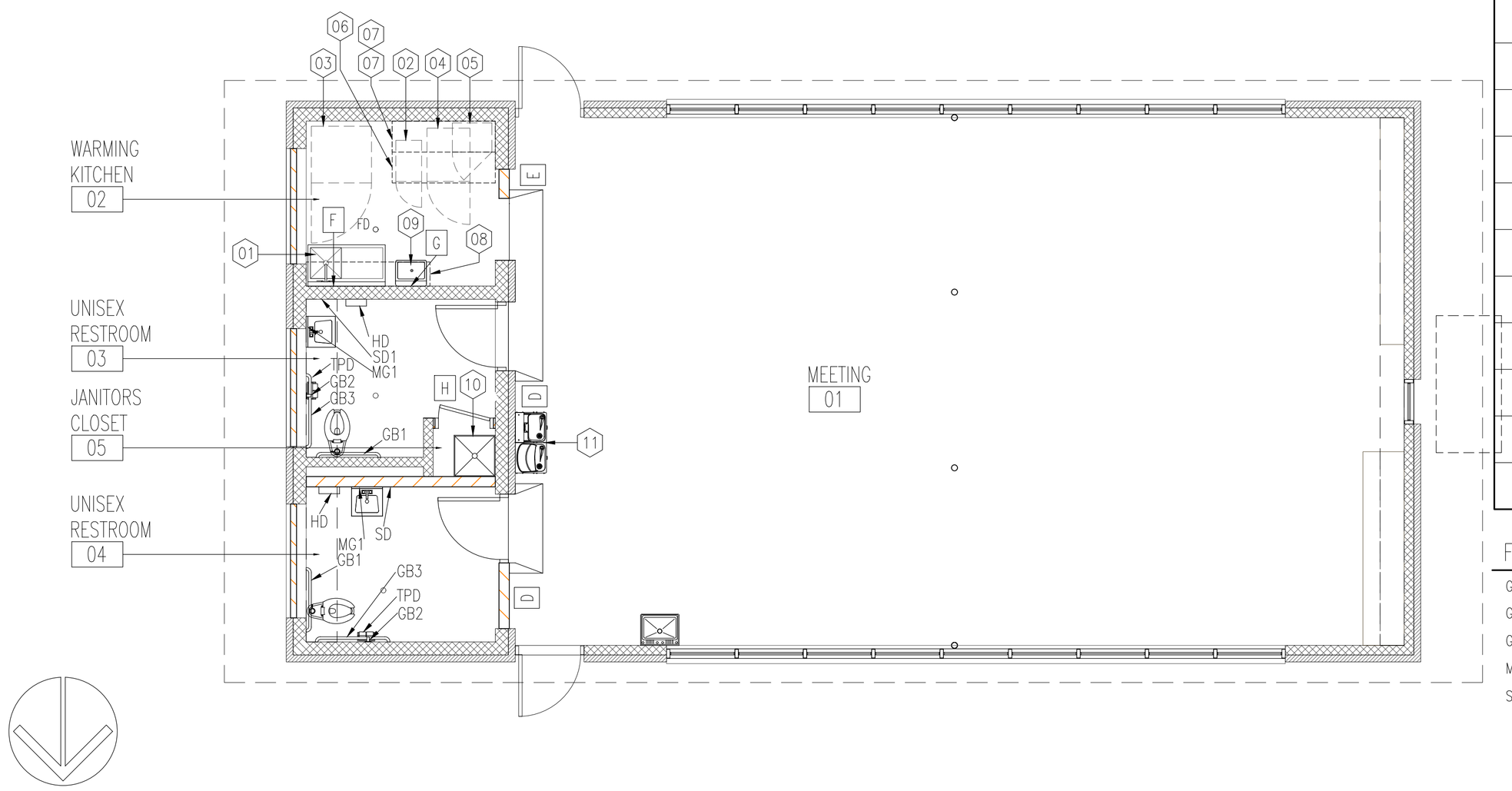
H ROOM IDENTIFICATION
WALL-MOUNTED SIGNAGE



D RESTROOM IDENTIFICATION
WALL-MOUNTED SIGNAGE

2 INTERIOR SIGNAGE

SCALE: 1/4"=1'-0"



CATERING KITCHEN EQUIPMENT SCHEDULE – BASIS OF DESIGN

KEY NO.	TYPE	MANUFACTURER *	MODEL *	SIZE (VIF) W X D X H	PROCUREMENT**	NOTE
01	1 COMPARTMENT SINK WITH SIDE BOARD	REGENCY --	600S11818224XLFT 24IN DRAIN BOARD & CROSSBRACE	44 1/2"X23 12" --	BASE BID OFOI	GREASE TRAP --
02	UNDERCOUNTER ICE MACHINE 85LBS PROD/22LBS STOR	ICE-O-MATIC	GEMU090 PEARL ICE MAKER	15X24X34 --	ADD ALT #1 UFUI	
03	HORIZON TOP MOUNT FREEZER/FRIDGE	BEVERAGE-AIR --	HF1WHC-1S --	35X34X85 --	ADD ALT #1 UFUI	
04	WARMING OVEN --	METRO HOTBOX --	HBCW8-AC-UC W8 – WIDE PAN CONFIG	25WX30.6DX31.9H --	ADD ALT #1 UFUI	
05	SHELF MICROWAVE --	SOLWAVE --	180MWHD18H NEMA 6-20P PLUG TYPE	16.5X22.25X13.5 --	ADD ALT #1 UFUI	
06	STAINLESS STEEL TABLE 36X60	ADVANCE TABCO --	TELAG-365-X TABLE W/ GALV LEGS – OPEN BELOW	24X36 --	BASE BID OFOI	
07 X2	STAINLESS STEEL SHELF – WALL MTD 18x60 – INSTALL (2) ABOVE SINK	REGENCY --	#600WS1860HD 16 GA STAINLESS STEEL SHELF	18X60 --	BASE BID OFOI	AFF 6'-8" AFF 5'-0"
08	STAINLESS STEEL SHELF – WALL MTD 12X72	REGENCY --	#600WS1272HD 16 GA STAINLESS STEEL SHELF	12X72 INSTALL HGT =	BASE BID OFOI	
09	HAND SINK --	-- --	SEE PLUMBING DESIGN --	-- --	BASE BID OFOI	
10	JANITOR SINK --	-- --	SEE PLUMBING DESIGN --	-- --	BASE BID OFOI	
11	ADA DRINKING FOUNTAIN & BOTTLE FILLER	ELKAY EZH20	VRCTLDDWSK --	36-1/8"X18-5/8" X39"	BASE BID OFOI	

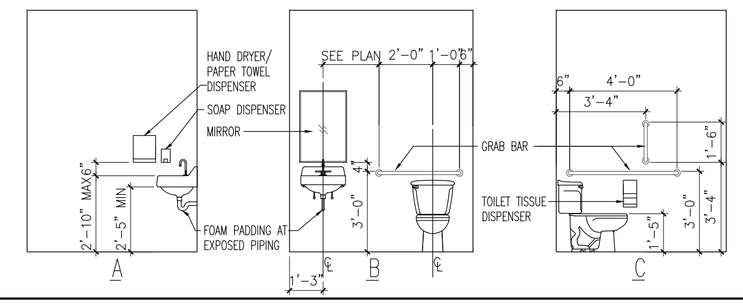
* FFE MANUFACTURERS AND MODELS SHOWN FOR BASIS OF DESIGN.

FFE ABBREVIATIONS

SEE SECTION 10280 FOR TOILET ACCESSORIES
KEYED TO FLOOR PLAN A4.1 AND INT ELEVATIONS A4.1

GB1	GRAB BAR – 36" MIN	HD	AUTOMATIC HAND DRYER, SEE ELECTRICAL
GB2	GRAB BAR – 18" MIN	TPD	TOILET PAPER DISPENSER – CUSTOM FABRICATED OWNER FURNISHED/ OWNER INSTALLED
GB3	GRAB BAR – 42" MIN	FD	FLOOR DRAIN, SEE PLUMBING
MG1	MIRROR – 18" X 30"	UFUI	USER FURNISH, USER INSTALL
SD1	MANUAL SOAP DISPENSER – AMERICAN STANDARD MODEL NO. 0347	OFOI	OWNER FURNISH, OWNER INSTALL
		FE	FIRE EXTINGUISHER, SEE SECTION 10525

TOILET ACCESSORIES ADA INSTALLATION GUIDE



1 FLOOR PLAN - EQUIPMENT & ACCESSORIES

SCALE: 1/4"=1'-0"

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08/06/25
REGISTERED ARCHITECT

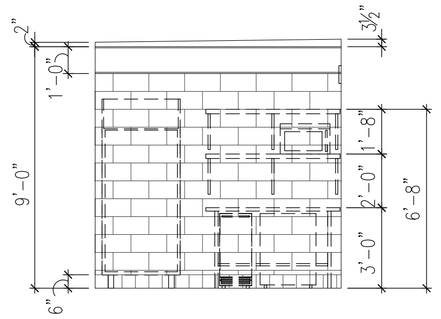
NUMBER	REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

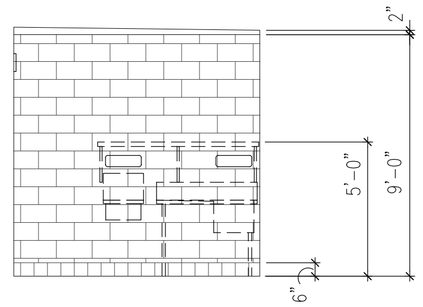
DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL SIGNAGE & FURNITURE, FIXTURE & EQUIPMENT

SHEET: A4.1

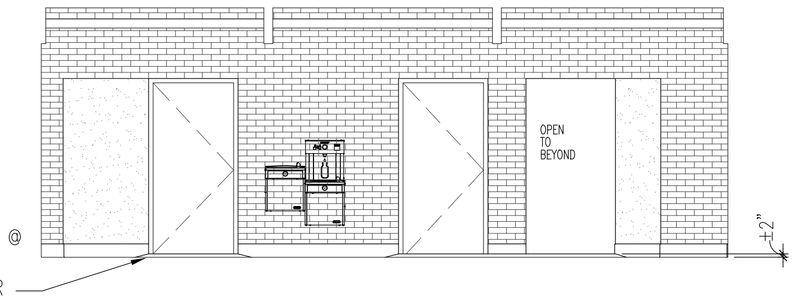


3A – SOUTH ELEVATION



3B – NORTH ELEVATION

INSTALL CONCRETE THRESHOLD APRON AT EACH ENTRY, SLOPED @ 1:12 MAX AND FINISH TO MATCH SURROUNDING FLOOR FINISH PER PER SCHEDULE
TRIM WALL BASE AROUND THRESHOLD APRON AT EACH ENTRY SILL AS REQUIRED.



3	INTERIOR ELEVATION	4	INTERIOR ELEVATION
SCALE: 1/4"=1'-0"	WARMING KITCHEN #02	SCALE: 1/4"=1'-0"	MEETING ROOM #01

DOOR SCHEDULE

	DOOR										FRAME			HARDWR SET *	NOTES
	MARK	LOCATION	TYPE	MAT.	WIDTH (±)	HGT (±)	THICK	FIN.	GLAZING	RATING	TYPE	MAT.	FIN.		
	01	MEETING ROOM EGRESS	EXIST	HM	–	–	--	PT3	--	--	--	HM	PT3	--	NOTE #6
	02	MEETING ROOM EGRESS	EXIST	HM	3'-0"	7'-0"	--	PT3	--	--	--	HM	PT3	--	NOTE #6
	03	UNISEX RESTROOM	A	HM	3'-0"	7'-0"	--	PT3	--	--	1	HM	PT3	2	NOTES #1, 6
	04	UNISEX RESTROOM	A	HM	3'-0"	7'-0"	--	PT3	--	--	1	HM	PT3	2	NOTES #1, 6
	05	JANITOR'S CLOSET	A	HM	3'-0"	7'-0"	--	PT3	--	--	1	HM	PT3	1	NOTES #1, 6

WINDOW SCHEDULE

CASEMENT & FIXED WINDOWS						DETAILS			REMARKS
WINDOW	FRAME				GLAZING				
MARK	W.	HT.	CONST.	FINISH	TYPE	HEAD	JAMB	SILL	
A	30'-0"	3'-10"	ALUM CLAD STOREFRONT	PRE-FINISHED BLACK	VG, TNT	2A/A3.1	2B/A3.1	2C/A3.1	NOTES #1, 2, 3, 4, 5

SCHEDULE ABBREVIATIONS LEGEND

STL	STEEL
VG	IMPACT, VISUAL GLASS
TNT	TINT GLAZING, MIRROR (PREFERRED) OR DARK
HM	HOLLOW METAL
PT	PAINT FINISH, SEE FINISH ABBREVIATIONS ON SHEET A1.1 FOR APPROVED COLOR SELECTION
EXIST	EXISTING TO REMAIN, SEE SCHEDULE IF TO BE REFINISHED
PREFIN	PRE-FINISHED
ALUM CLAD	PRE-FINISHED ALUMINUM CLAD WOOD DOOR SYSTEM ARCHITECT TO SELECT COLOR PRIOR TO CONTRACTOR ORDERING

DOOR, WINDOW & GLAZING NOTES

NOTE #1: VERIFY ALL OPENING DIMENSIONS IN THE FIELD PRIOR TO ORDERING.
NOTE #2: ALL PRE-FINISHED WINDOW COLOR TO BE BLACK & APPROVED BY ARCHITECT PRIOR TO ORDERING.
NOTE #3: ALL EXTERIOR GLAZING TO BE IMPACT RESISTANT UP TO 60'-0".
NOTE #4: ALL STOREFRONT SYSTEMS SHALL BE SEALED AS ASSEMBLED PER MANF WARRANTY AND SHALL BE WATERTIGHT.
NOTE #5: ALL STOREFRONT WINDOW GLAZING TO BE TINTED – MIRROR (PREFERRED) OR DARK TINT.
NOTE #6: SEE DOOR HARDWARE SPECIFICATION 087100 FOR HARDWARE TYPES.

2	SCHEDULES - DOOR & WINDOW
SCALE: 1/4"=1'-0"	--

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CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL DOOR & WINDOW SCHEDULES

SHEET: A5.1

PLUMBING FIXTURE CONNECTION SCHEDULE

MARK #	FIXTURE TYPE	CONNECTIONS				REMARKS	NOTES
		WASTE	VENT	CW	HW		
P-1A	FLUSH VALVE WATER CLOSET (HC)	3"	1-1/2"	1"	-	VIT. CHINA, WHITE, 16-5/8" HIGH ELONGATED BOWL, FLOOR MOUNTED FLUSH VALVE TYPE, 1.6 GALLONS PER FLUSH, WITH OPEN FRONT SEAT WITHOUT COVER, AND SLOAN REGAL FLUSH VALVE. INSTALL PER ADA REQUIREMENTS. PROVIDE WITH HANDLE ON THE APPROACH SIDE OF THE FIXTURE. EQUAL TO KOHLER K-96057.	(1)
P-2A	LAVATORY (HC)	1-1/2"	1-1/2"	1/2"	1/2"	VIT. CHINA, WHITE, WALL MOUNTED LAVATORY. PROVIDE WITH SINGLE LEVER ADA GOOSENECK FAUCET, 17 GA. P-TRAP, GRID DRAIN, FLOOR MOUNTED CARRIER, FLEXIBLE SUPPLIES AND STOPS. PROVIDE WITH ASSE 1070 TEMPERATURE LIMITING VALVE SET FOR 105°F. INSTALL PER ADA REQUIREMENTS. EQUAL TO KOHLER K-2035-4 AND DELTA 27C4844. CONTRACTOR SHALL OPEN EXISTING WALLS AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF THE NEW FLOOR MOUNTED FIXTURE CARRIER. PATCH WALLS TO MATCH SURROUNDING ONCE INSTALLATION IS COMPLETED.	(1)
P-3	WATER COOLER (HC)	2"	1-1/2"	1/2"	-	WALL HUNG, DUAL HEIGHT WATER COOLER WITH BOTTLE FILLER. PROVIDE WITH WALL MOUNTING BRACKET, P-TRAP, FLEXIBLE SUPPLY, AND STOP. INSTALL PER ADA REQUIREMENTS. EQUAL TO ELKAY VRCTLDDWSK.	(1)
P-4	ICE MAKER BOX	-	-	1/2"	-	RECESSED BOX WITH 1/4 TURN STOP. EQUAL TO GUY GRAY BIM875.	
P-5	JANITOR'S SINK	3"	2"	1/2"	1/2"	24x24 FLOOR MOUNTED RECEPTOR EQUAL TO FIAT MSB-2424. PROVIDE WITH FIAT 830-AA WALL MOUNTED FAUCET, MOP HANGER, STAINLESS STEEL WALL SPLASH GUARDS, AND STAINLESS STEEL DRAIN GRATE.	
P-6	ART SINK	3"	2"	1/2"	1/2"	23x21 SINK EQUAL TO FIAT FL-1 WITH WALL HANGER, LEG KIT ,AND DECK MOUNTED FAUCET. INSTALL PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS.	
KHS	KITCHEN HAND SINK	2"	2"	1/2"	1/2"	STAINLESS STEEL KITCHEN HAND SINK AND FAUCET EQUAL TO ADVANCE TABCO 7PS-40. PROVIDE WITH LEVER OPERATED DRAIN, BUILT-IN OVERFLOW, AND SPRING CLAMPS. PROVIDE WITH FLOOR MOUNTED CARRIER, FLEXIBLE SUPPLIES, STOPS, AND P-TRAP.	
SNK	KITCHEN SINK	2"	2"	1/2"	1/2"	STAINLESS STEEL SINGLE COMPARTMENT SINK WITH LEFT HANDED DRAINBOARD EQUAL TO REGENCY 600S1181824XLFT AND T &S BRASS B-1146. PROVIDE WITH A FLOOR MOUNTED CARRIER, FLEXIBLE SUPPLIES, STOPS, AND P-TRAPS.	
MV-1	MIXING VALVE	-	-	3/4"	3/4"	MIXING VALVE EQUAL TO SYMMONS 5-225-CK WITH INTERNAL CHECK VALVES. MINIMUM FLOW 0.5 GMP, MAXIMUM FLOW 5.5 GPM @ 10.0 PSI DROP. SET FOR 105°F.	
FPHB	FREEZE PROOF HOSE BIBB	-	-	3/4"	-	FREEZE PROOF HOSE BIBB WITH VACUUM BREAKER. PROVIDE AS RECESSED BOX TYPE WITH HINGED COVER.	
FS	FLOOR SINK	3"	2"	-	-	12x12 FLOOR SINK EQUAL TO ZURN. PROVIDE WITH HALF GRATE.	
FD	3" FLOOR DRAIN	3"	2"	-	-	FLOOR DRAIN EQUAL TO ZURN 415 SERIES WITH BRASS GRATE. PROVIDE WITH "GREEN DRAIN" TRAP SEAL.	
GI	GREASE INTERCEPTOR	3"	2"	-	-	GREASE INTERCEPTOR SHALL BE EQUAL TO ZURN Z1170 SIZE 300. 20 POUND CAPACITY, 10 GPM FLOW RATE. INSTALL PER SPECIFIC MANUFACTURERS RECOMMENDATIONS. PROVIDE WITH TEST WELL AND HEAVY DUTY COVER. INSTALL COVER FLUSH WITH FINISHED FLOOR. PROVIDE EXTENSION RINGS AS NECESSARY TO PROVIDE COVER FLUSH WITH FINISHED FLOOR. THE INSTALLATION OF THE GREASE INTERCEPTOR IS VERY CRITICAL AND SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER PRIOR TO ACCEPTANCE OF THE BUILDING (NO EXCEPTIONS). CONTRACTOR SHALL SUBMIT INSTALLATION SHOP DRAWINGS FOR APPROVAL PRIOR TO BEGINNING ANY WORK.	
SP	SAMPLE PORT	3"	-	-	-	6"Ø SAMPLE PORT FOR GREASE LINE. PROVIDE WITH COVER INSTALLED FLUSHE WITH FINISHED FLOOR.	

(1) HANDICAPPED FIXTURES SHALL BE INSTALLED PER THE LATEST REQUIREMENTS OF ADA.

ELECTRIC WATER HEATER SCHEDULE

MARK EWH	TANK CAPACITY (GALLONS)	MINIMUM EFFICIENCY	TEMPERATURE SETPOINT (F)	HEATING CAPACITY (KW)	VOLTS	Hz	PHASE	RECIRCULATED SYSTEM	NOTES
1	30	0.9	119	2.5	208	60	1	NO	1, 2, 3

NOTES	
1	COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
2	PROVIDE WITH EXPANSION TANK, HEAT TRAPS ON CONNECTIONS, T&P RELIEF VALVE, AUXILIARY DRAIN PAN, ISOLATION VALVES WITH DI-ELECTRIC UNIONS ON HOT AND COLD CONNECTIONS.
3	PROVIDE WITH MASTER MIXING VALVE. SEE DETAIL AND MANUFACTURERTS REQUIREMENTS FOR SPECIFIC PIPING REQUIREMENTS.

GENERAL PLUMBING NOTES

1. THE CONTRACTOR SHALL EXECUTE ALL WORK SO THAT IT PROCEEDS WITH A MINIMUM INTERFERENCE WITH OTHER TRADES.
2. VERIFY EXACT PLUMBING FIXTURE ROUGH-IN AND FINAL HVAC EQUIPMENT REQUIREMENTS IN THE FIELD.
3. DRAIN, WASTE, AND VENT PIPING AND FITTINGS SHALL BE SCHEDULE 40 POLY VINYL CHLORIDE (PVC) SYSTEM "ASTM D 2665". NO FOAM CORE SHALL BE USED.
4. DOMESTIC WATER PIPING SHALL BE ASTM B 88, TYPE K, WITH ANSI B16.18 OR ANSI B16.22 SOLDER JOINT FITTINGS USING SILVER SOLDER AND FLUX CONTAINING NOT MORE THAN 0.2 PERCENT LEAD; OR WITH ANSI B16.26 FLARED JOINT FITTINGS. ASTM B 88, TYPE L MAY BE PROVIDED FOR ABOVEGROUND PIPING. SLEEVE SERVICE ENTRANCE AT SLAB. SEAL AROUND PIPING WATER PROOF.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO PLUMBING FIXTURES. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, FURNISHING AND INSTALLING ALL TRAPS, DRAINS, AND SUPPLIES WITH STOPS. FURNISH AND INSTALL PLUMBING FIXTURES INDICATED OR SPECIFIED, COMPLETE WITH ALL EQUIPMENT, FITTINGS, TRIM AND ACCESSORIES INDICATED OR SPECIFIED. EXPOSED WATER PIPING TO FIXTURES SHALL BE CHROME-PLATED BRASS, IPS. ADJUST WATER FLOW THROUGH ALL FIXTURES TO PROVIDE PROPER FLUSHING ACTION WITH THE LEAST AMOUNT OF WATER.
6. COORDINATE ROUTING OF WATER SUPPLY, WASTE, AND VENT PIPING WITH OTHER TRADES.
7. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS AND EXCAVATIONS.
8. ALL ITEMS PROJECTING THROUGH THE ROOF SHALL BE FLASHED A MINIMUM OF 12" ABOVE THE ROOF. ALL VENTS SHALL BE A MINIMUM OF 10 FEET FROM ANY OUTSIDE AIR INTAKE.
9. FLOOR CLEANOUTS SHALL BE ADJUSTABLE HEIGHT POLISHED BRONZE, NICKEL BRONZE WITH "CO" CAST IN THE FLOOR PLATE.
10. PROVIDE STOPS AND WATER HAMMER ARRESTORS IN ACCORDANCE WITH PDI AND ASSE 1010. AN ACCESS PANEL MUST BE INSTALLED IF WATER HAMMER ARRESTER IS LOCATED INSIDE A WALL OR ABOVE A HARD CEILING. COORDINATE OPENINGS WITH ARCHITECT.
11. PROVIDE DIELECTRIC UNIONS AT ALL DISSIMILAR METAL CONNECTIONS.
12. INSULATE ALL WATER PIPING. DOMESTIC WATER PIPE NOT EXPOSED TO VIEW SHALL BE INSULATED WITH 1" THICK GLASS FIBER WITH FACTORY APPLIED UNIVERSAL JACKET. DENSITY SHALL BE 4 POUNDS PER CUBIC FOOT. FITTINGS SHALL BE INSULATED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSULATION VAPOR BARRIER SHALL BE LAPPED AND CEMENTED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DOMESTIC WATER PIPE EXPOSED TO VIEW SHALL BE INSULATED SAME AS WHERE NOT EXPOSED TO VIEW, EXCEPT IT SHALL BE FINISHED WITH A SIZED UNIVERSAL JACKET SUITABLE FOR PAINTING. FITTING SHALL BE MADE OF "QUICKSET" CEMENT MOLDED TO FIT AND COVERED WITH 8 OZ. CANVAS AND FINISHED WITH WHITE VAPOR BARRIER CEMENT, AND HAVE PLASTIC MOLDED FITTING COVERS. INSULATE DOMESTIC WATER AND WASTE PIPING UNDER HANDICAP LAVATORIES AND SINKS USING "LAVGUARD2 E-Z SERIES" MOLDED VINYL PIPING COVERS. COVER ALL PIPING, FITTING, VALVES, AND TRAPS EXPOSED TO VIEW.
13. ROUTE ALL PIPING AS TO CAUSE MINIMAL INTERFERENCE FOR MAINTENANCE OF ALL EQUIPMENT. UNLESS OTHERWISE NOTED, ALL DOMESTIC WATER PIPING SHALL BE ROUTED WITHIN CHASE SPACE. PIPING BELOW SLAB SHALL BE WITHOUT JOINTS AND TEES. PIPING PASSING THRU WALLS EXTENDING TO BOTTOM OF STRUCTURE SHALL BE SLEEVED AND SEALED. ALL DOMESTIC WATER PIPING ROUTED EXPOSED BELOW 6'-8" ABOVE FINISH FLOOR SHALL BE PROVIDED WITH A PVC JACKET TO PREVENT DAMAGE TO THE PIPE.
14. PROVIDE SHUTOFF VALVE TO EACH SILLCOCK WITH VALVE IDENTIFICATION AS REQUIRED BY CODE.
15. BEFORE FINAL ACCEPTANCE OF THE WORK, TEST EACH SYSTEM AS IN SERVICE TO DEMONSTRATE COMPLIANCE WITH 2021 INTERNATIONAL PLUMBING CODE AND LOCAL CODE REQUIREMENTS. ONCE TEST ARE IN COMPLIANCE WITH CONTRACT REQUIREMENTS DISINFECT WATER SYSTEM IN ACCORDANCE WITH AWWA C651.
16. CONTRACTOR TO VERIFY ALL LOCATIONS OF ROOF PENETRATIONS WITH ARCHITECTURAL DRAWINGS.
17. PIPE HANGERS AND SUPPORTS SHALL BE MSS SP-58 AND MSS SP-69, TYPE 1 OR 6, OF THE ADJUSTABLE TYPE, EXCEPT AS INDICATED OTHERWISE. ATTACHMENTS TO STEEL W OR S BEAMS SHALL BE WITH TYPE 21, 28, 29, OR 30 CLAMPS. ATTACHMENTS TO STEEL ANGLES AND CHANNELS (WITH WEB VERTICAL) SHALL BE WITH TYPE 20 CLAMP WITH A BEAM CLAMP CHANNEL ADAPTER. ATTACHMENTS TO STEEL CHANNEL (WITH WEB HORIZONTAL) SHALL BE WITH DRILLED HOLE ON CENTERLINE AND DOUBLE NUT AND WASHER. ATTACHMENTS TO CONCRETE SHALL BE WITH TYPE 18 INSERT OR A DRILLED HOLE WITH EXPANSION ANCHOR. HANGER RODS AND ATTACHMENTS SHALL BE FULL SIZE OF THE HANGER-THREADED DIAMETER. PROVIDE TYPE 40 INSULATION PROTECTION SHIELDS FOR INSULATED PIPING. PROVIDE STEEL SUPPORT RODS. PROVIDE NONMETALLIC, HAIR FELT, OR PLASTIC PIPING ISOLATORS BETWEEN COPPER TUBING AND THE HANGERS.
18. LABEL ALL WATER SERVICE VALVES IN ACCORDANCE WITH APPLICABLE CODES
19. COORDINATE EXACT FLOOR DRAIN LOCATIONS ARCHITECTURAL DRAWINGS. SLOPE ENTIRE ROOM TO DRAINS.
20. ALL TRAP PRIMER VALVES NOT LOCATED IN NORMALLY UNOCCUPIED SPACES SHALL BE MOUNTED ABOVE THE CEILING AND PROVIDED WITH A LABEL ON THE CEILING GRID TO INDICATE THE TRAP PRIMER LOCATION. NO TRAP PRIMERS SHALL BE INSTALLED EXPOSED IN NORMALLY OCCUPIED SPACES.
21. ROUTE SANITARY PIPING AS HIGH AS POSSIBLE TO AVOID CONFLICT WITH FOOTERS AND TO MAINTAIN ABILITY TO GRAVITY DISCHARGE INTO CITY SEWER. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF THE NEW SANITARY SEWER LATERAL AND ENSURE WASTE PIPING IS INSTALLED TO PROVIDE A GRAVITY DISCHARGE INTO THE CITY MAIN.
22. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL ASSOCIATED WASTE AND WATER TAP FEES ASSOCIATED WITH THIS PROJECT. ALL FEES ARE TO BE INCLUDED IN THE CONSTRUCTION COST.
23. ALL WORK INSTALLED SHALL MEET THE REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2021 INTERNATIONAL PLUMBING CODE, AND THE 2013 ASHRAE 90.1 ENERGY CONSERVATION CODE.

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SEAL
ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
8/6/2025

NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

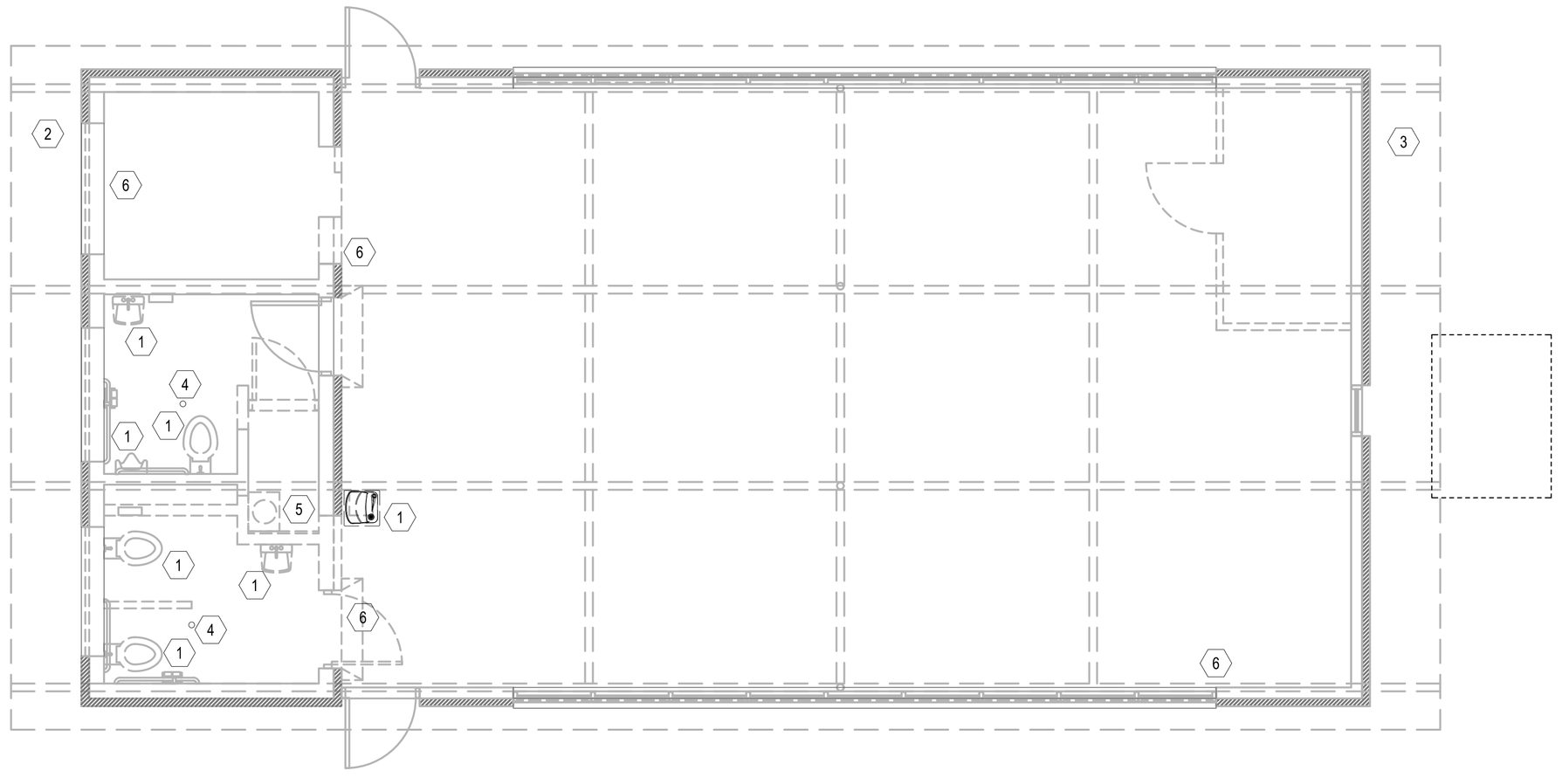
DESIGNED BY: JGS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: PLUMBING SCHEDULES AND NOTES

SHEET: P1.0

SHEET NOTES

1. EXISTING PLUMBING FIXTURE TO BE REMOVED ENTIRELY. REMOVE WASTE, WATER, AND VENT PIPING TO A POINT INSIDE THE WALL, ABOVE THE CEILING, OR BELOW THE SLAB. ALL EXISTING SANITARY WASTE PIPING INSIDE THE BUILDING IS TO BE REMOVED OR ABANDONED IN PLACE. IT IS NOT TO BE REUSED. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS.
2. PREVIOUS LOCATION OF NATURAL GAS METER. EXISTING NATURAL GAS PIPING HAS BEEN ABANDONED IN PLACE. CONTRACTOR SHALL REMOVE ALL NATURAL GAS PIPING INSIDE AND OUTSIDE THE BUILDING ENTIRELY. PATCH ALL INTERIOR AND EXTERIOR WALL PENETRATIONS WEATHER PROOF TO MATCH SURROUNDING CONSTRUCTION/FINISHES.
3. EXISTING HOSE BIBB TO BE REMOVED.
4. EXISTING FLOOR DRAIN TO BE REMOVED ENTIRELY. REMOVE WASTE AND VENT PIPING TO A POINT INSIDE THE WALL, ABOVE THE CEILING, OR BELOW THE SLAB. PREPARE PIPING FOR REUSE OR CAP AIR TIGHT. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS.
5. EXISTING WATER HEATER TO BE REMOVED ENTIRELY. REMOVE ALL ASSOCIATED HOT WATER PIPING BETWEEN WATER HEATER AND FIXTURES.
6. REMOVE ABANDONED NATURAL GAS PIPING ENTIRELY. PATCH WALL PENETRATIONS TO MATCH SURROUNDING.



N

1 **PLUMBING DEMO PLAN**

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

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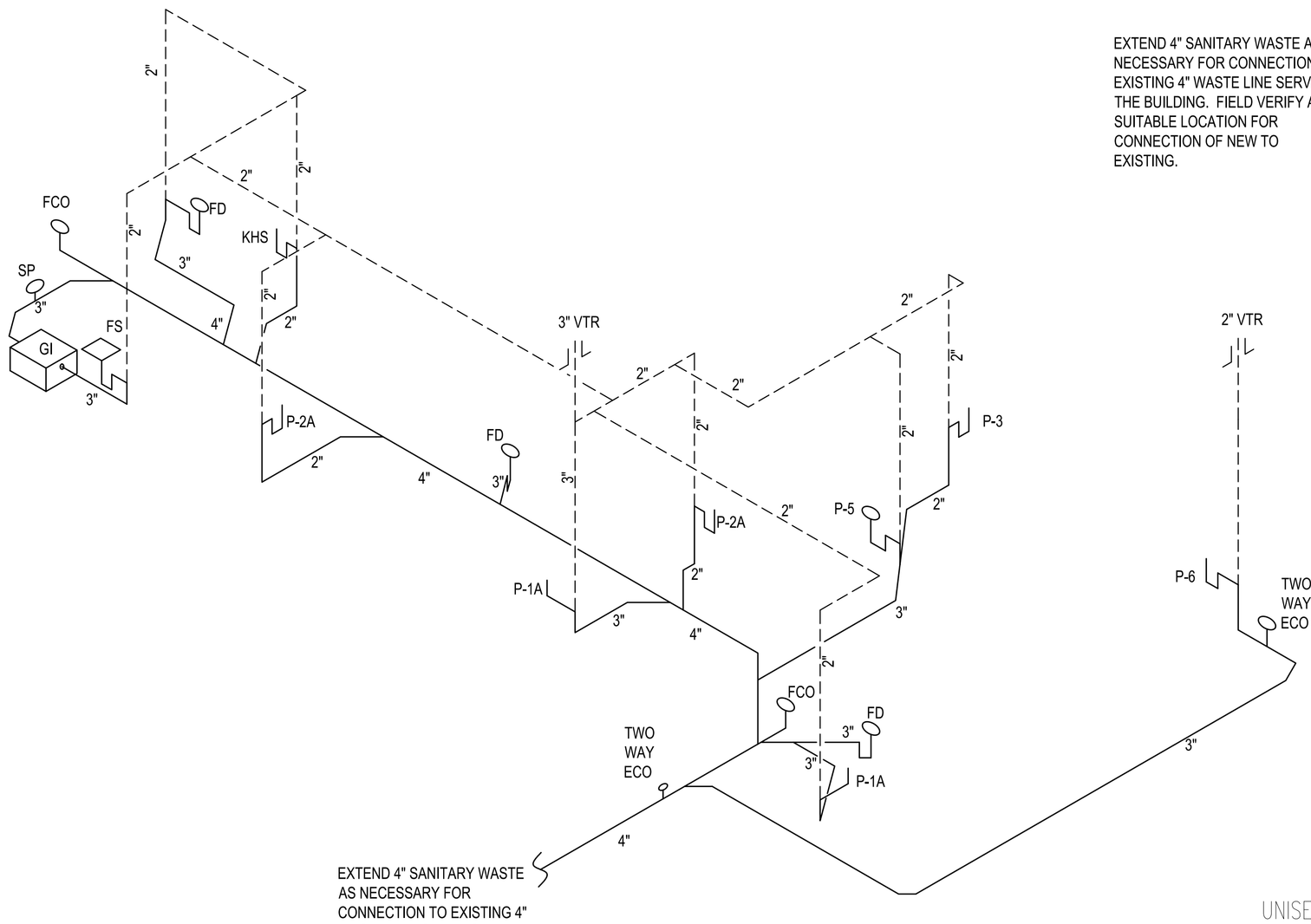
SHEET TITLE: PLUMBING DEMO PLAN

SHEET: P2.0

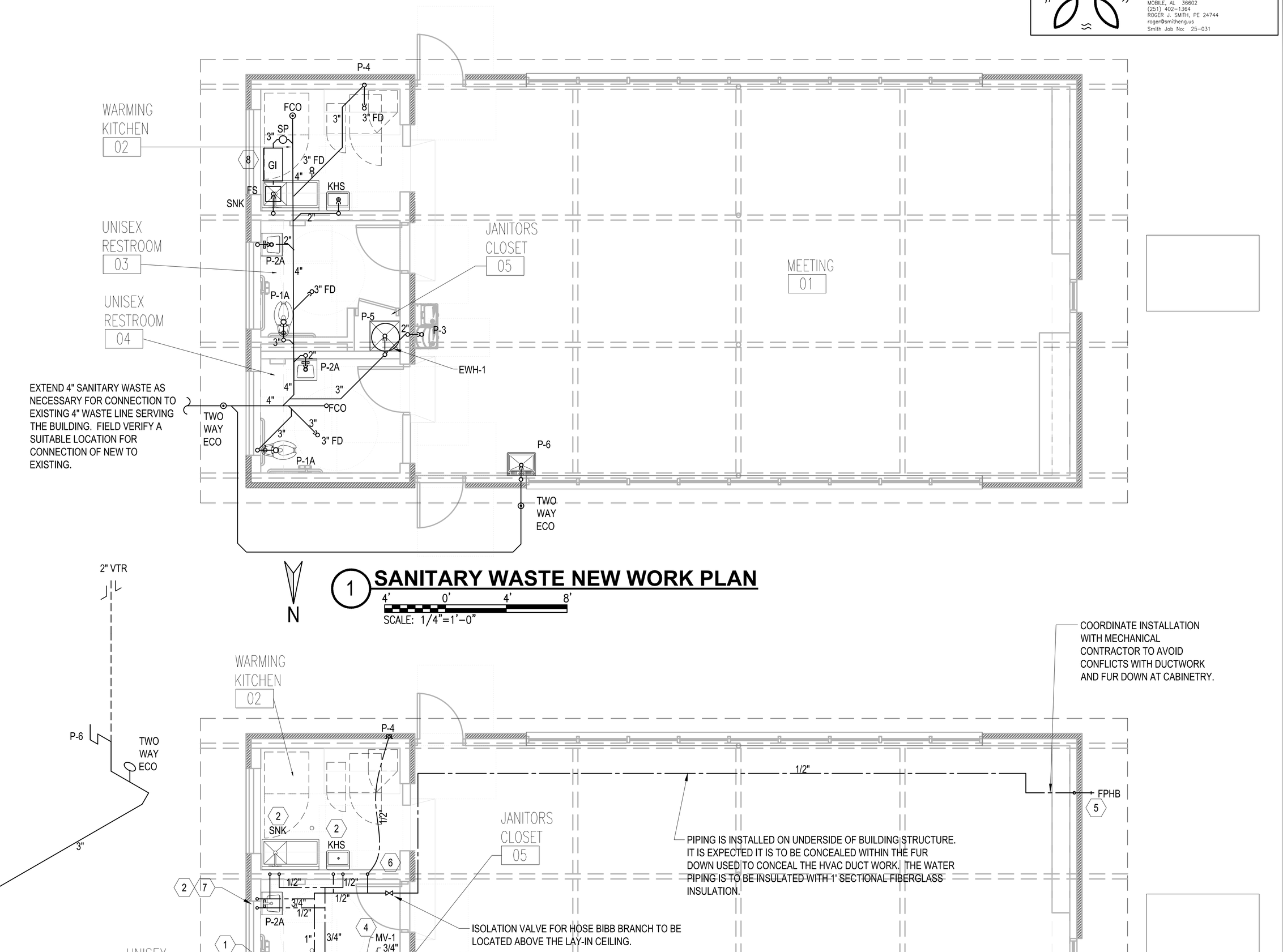
SHEET NOTES

1. 1" CW DOWN INSIDE WALL FOR CONNECTION TO WATER CLOSET.
2. 1/2" HW/CW DOWN INSIDE WALL FOR CONNECTION TO FIXTURE.
3. 1/2" CW DOWN INSIDE WALL FOR CONNECTION TO FIXTURE.
4. 3/4" HW/CW DOWN FOR CONNECTION TO MIXING VALVE.
5. 1/2" CW DOWN INSIDE WALL FOR CONNECTION TO FREEZE PROOF HOSE BIBB. PROVIDE ISOLATION SHUT OFF VALVE AT CEILING LEVER BEFORE THE LINE TURNS DOWN TO THE HOSE BIBB.
6. 1/2" CW DOWN INSIDE WALL. CONTINUE DOWN TO BELOW THE SLAB FOR EXTENSION TO EXTERIOR WALL AT ICE MAKER BOX. TURN UP INSIDE WALL BEHIND ICE MAKER FOR CONNECTION TO ICE MAKER BOX. SAWCUT SLAB AND WALL AS NECESSARY TO ACCOMMODATE INSTALLATION OF PIPING. PATCH WALLS AND SLAB TO MATCH SURROUNDING.
7. OPEN WALLS AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF THE FLOOR MOUNTED CARRIER FOR THE LAVATORY. PATCH WALLS TO MATCH SURROUNDING.
8. EXTEND 2" DRAIN DOWN FROM SINK FOR INDIRECT DISCHARGE INTO FLOOR SINK. EXTEND FLOOR SINK DRAIN AS NECESSARY FOR CONNECTION TO GREASE INTERCEPTOR. INCLUDE 6"Ø SAMPLING PORT DOWNSTREAM OF GREASE INTERCEPTOR.



3 SANTARY WASTE RISER

NOT TO SCALE



1 SANITARY WASTE NEW WORK PLAN

SCALE: 1/4"=1'-0"

2 PLUMBING NEW WORK PLAN

SCALE: 1/4"=1'-0"

CONTRACTOR SHALL SAWCUT SLAB AND OPEN MASONRY WALLS AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF ALL NEW WASTE, WATER, AND VENT PIPING. FLOOR SLAB AND WALLS SHALL BE PATCHED TO MATCH SURROUNDING. COORDINATE WORK WITH OTHER TRADES.

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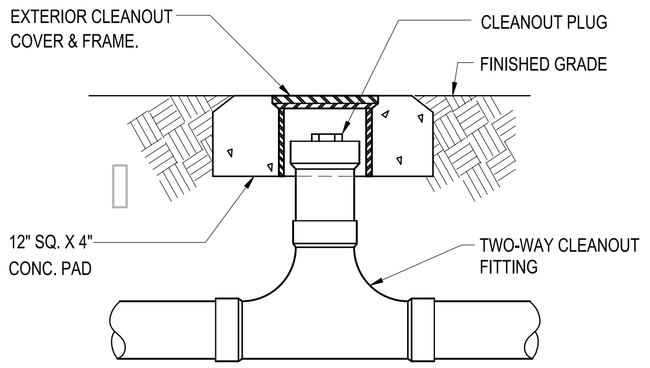
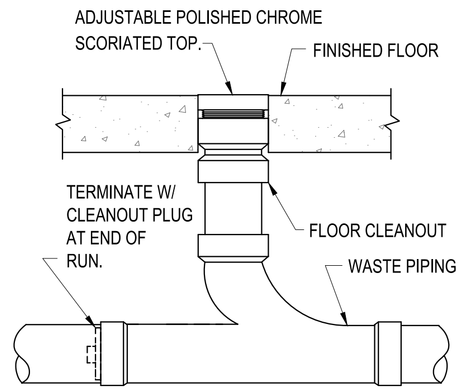
SHEET TITLE: PLUMBING NEW WORK PLAN

SHEET: P2.1



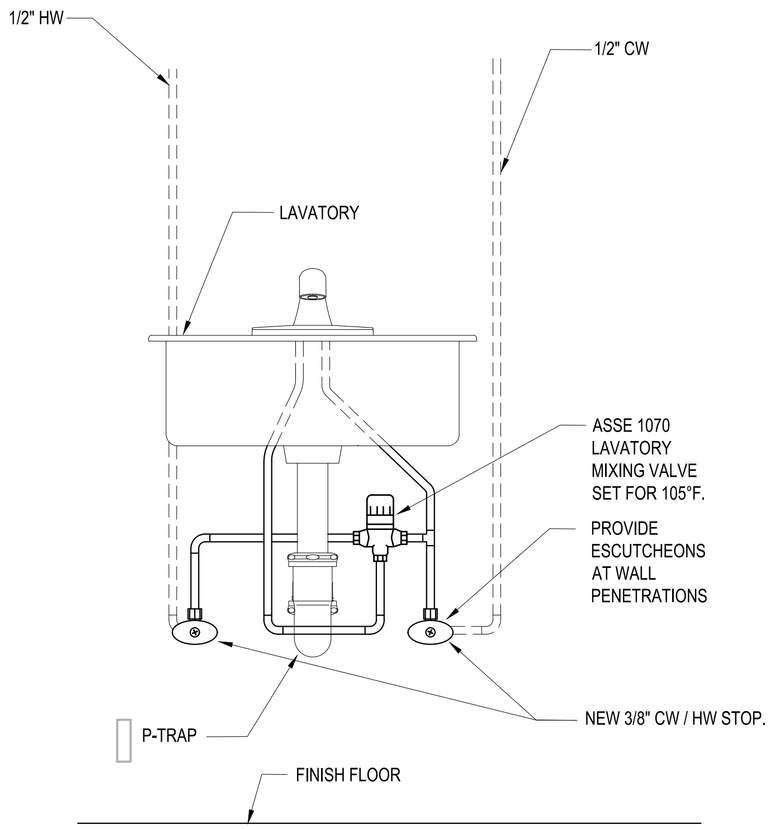
1 TWO-WAY CLEANOUT DETAIL

NOT TO SCALE



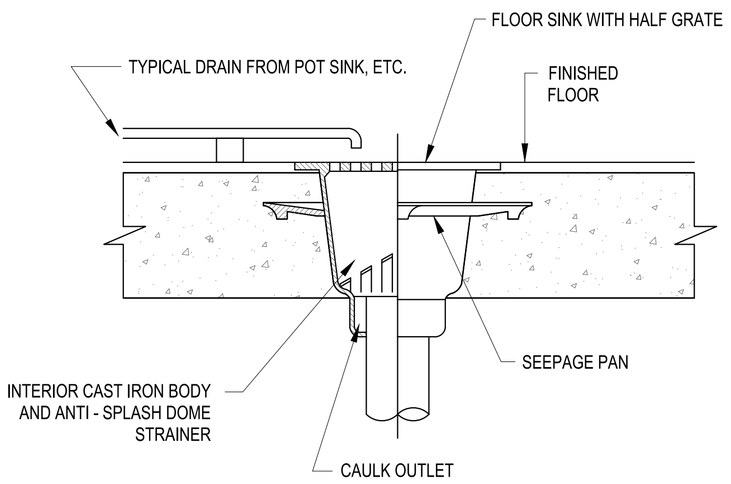
2 FLOOR CLEANOUT DETAIL

NOT TO SCALE



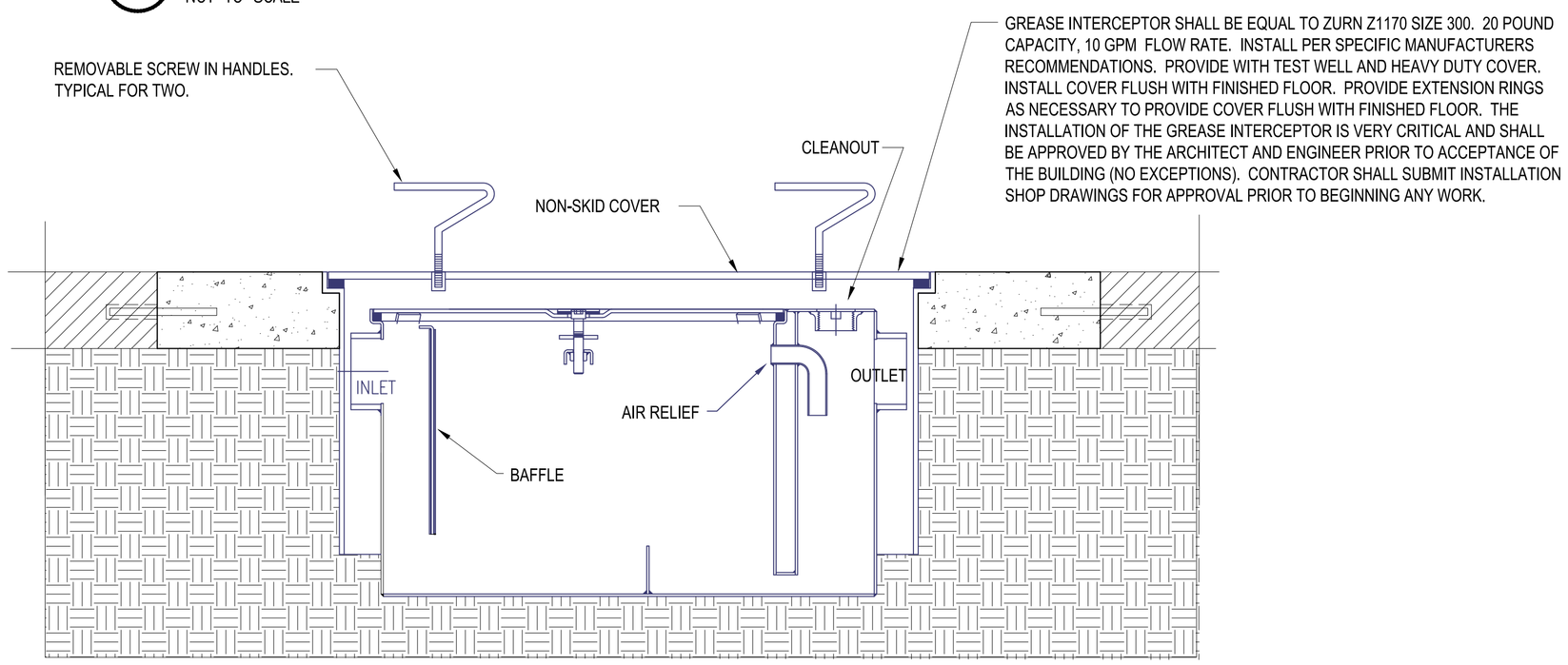
4 LAVATORY MIXING VALVE DETAIL

NOT TO SCALE



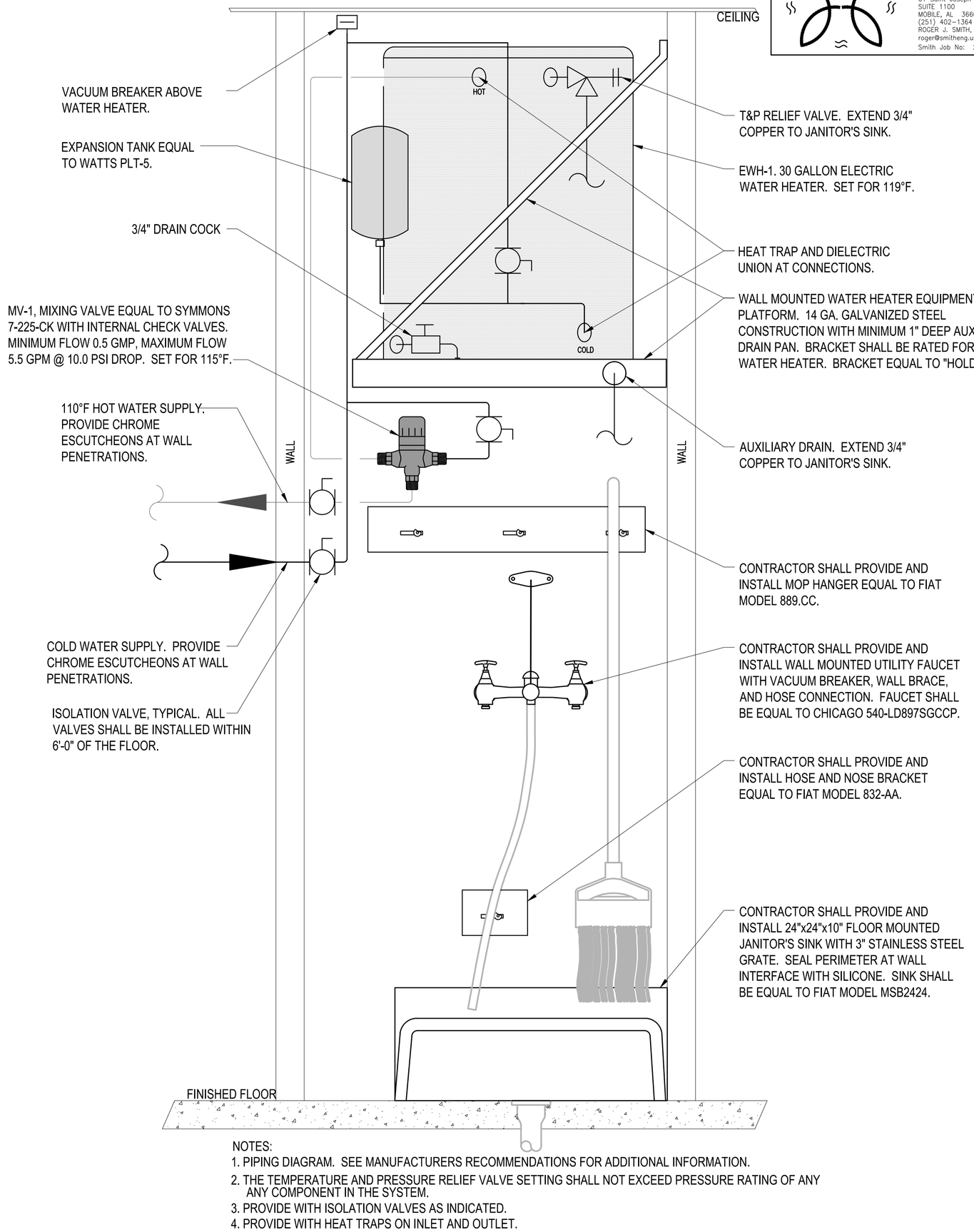
5 FLOOR SINK DETAIL

NOT TO SCALE



6 GREASE INTERCEPTOR DETAIL

NOT TO SCALE



NOTES:
1. PIPING DIAGRAM. SEE MANUFACTURERS RECOMMENDATIONS FOR ADDITIONAL INFORMATION.
2. THE TEMPERATURE AND PRESSURE RELIEF VALVE SETTING SHALL NOT EXCEED PRESSURE RATING OF ANY ANY COMPONENT IN THE SYSTEM.
3. PROVIDE WITH ISOLATION VALVES AS INDICATED.
4. PROVIDE WITH HEAT TRAPS ON INLET AND OUTLET.

7 EWH-1 INSTALLATION DETAIL

NOT TO SCALE

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SHEET TITLE: PLUMBING DETAILS

SHEET: P3.0

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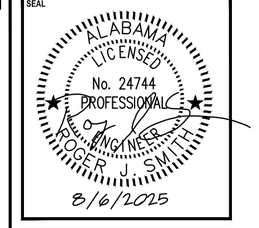

FAN SCHEDULE

MARK FAN	AIR FLOW (CFM)	STATIC PRESSURE (in of H20)	DRIVE TYPE	FAN TYPE	FAN SERVICE	INTERLOCK WITH	MAXIMUM RPM	MAXIMUM SONES	MOTOR		ELECTRICAL DATA			NOTES
									WATTS	HORSE POWER	VOLTS	Hz	PHASE	
EF-1	70	0.25	DIRECT	CEILING	RESTROOMS	LIGHTS	1,200	3.0	89	N/A	120	60	1	1, 2, 3
EF-2	70	0.25	DIRECT	CEILING	RESTROOMS	LIGHTS	1,200	3.0	89	N/A	120	60	1	1, 2, 3

NOTES	
1	COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
2	PROVIDE FAN WITH SOLID STATE SPEED CONTROLLER. CONTROLLER SHALL BE LOCATED ABOVE THE CEILING ADJACENT TO THE FAN.
3	EXTEND RIGID SNAP LOCK EXHAUST DUCT TO DISCHARGE WALL CAP.

2021 IMC OUTDOOR AIR VENTILATION REQUIREMENT CALCULATIONS

APPLICATION	OCCUPANCY (PERSONS AND/OR AREA)	X	CFM/PERSON REQUIREMENT	X	CFM/SF REQUIREMENT	=	TOTAL OUTSIDE AIR REQUIRED
COMMUNITY RM	50 PEOPLE 1,108 SF	X	5.0	X	0.06	=	316

PACKAGED HEAT PUMP UNIT SCHEDULE

MARK HP-	AIR DATA				COOLING CAPACITY					ELECTRIC REHEAT		FILTER		COMPRESSOR (RLA)	OUTDOOR FAN (FLA)	MINIUMUM COP	MINIMUM IEER	ELECTRICAL DATA					NOTES
	TOTAL (CFM)	OUTSIDE (CFM)	EXTERNAL STATIC PRESSURE (in of H2O)	MOTOR (HP)	EDB (F)	EWB (F)	AMBIENT (F)	SENSIBLE BTUH	TOTAL BTUH	CONTROL STAGES	STRIP HEAT (KW)	TYPE	MIN MERV					VOLTS	Hz	PHASE	MCA (AMPS)	MOCP (AMPS)	
1	3,000	320	0.5	0.82	80	67	95	71,880	94,000	2	18.8	1"	8	2@12.2	2@1.5	3.4	15.0	208	60	3	102.0	110	1, 2, 3, 4

NOTES	
1	COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
2	PROVIDE UNIT WITH 1" THICK INSULATION AND FACTORY MOUNTED SINGLE POINT POWER DISCONNECT. PROVIDE UNIT WITH TWO POSITION MOTORIZED OUTSIDE AIR DAMPER. AS UNIT IS ENERGIZED, DAMPER SHALL MODULATE OPEN TO SCHEDULED VALUE, ELSE IT SHALL BE CLOSED.
3	PROVIDE AND INSTALL UNIT WITH RETURN DUCT MOUNTED RETURN AIR SMOKE DETECTOR. SMOKE DETECTOR SHALL BE UL LISTED.
4	BASIS OF DESIGN: CARRIER 50FEQM SERIES. PROVIDE WITH WIFI ENABLED THERMOSTAT MATCHED TO THE EQUIPMENT.

AIR DEVICE SCHEDULE

MARK	SW CFM	BASIS OF DESIGN: TITUS 300FS							
CFM	0-150	151-220	221-300	301-340	341-400	401-440	441-520	521-600	2 4 5
GRILLE FACE SIZE	8x6	10x6	12x6	14x6	12x8	18x6	22x6	12x12	
DUCT CONNECTION	8x6	10x6	12x6	14x6	12x8	18x6	22x6	12x12	

PROVIDE AIR DEVICE WITH THE FOLLOWING OPTIONS:

1. REFER TO ARCHITECTURAL PLANS FOR CEILING TYPES. PROVIDE AIR DEVICE WITH 24"x24" LAY-IN PANEL FOR GRILLES IN LAY-IN CEILING.
2. PROVIDE AIR DEVICE WITH INTEGRAL BALANCING DAMPER.
3. PROVIDE AS 4-WAY THROW UNLESS INDICATED OTHERWISE.
4. AIR DEVICE SHALL BE PAINTED OFF WHITE.
5. TRANSITION DUCT FROM SIZE INDICATED TO AIR DEVICE CONNECTION SIZE.

HVAC GENERAL NOTES:

1. INSTALL ALL WORK IN COMPLIANCE WITH THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2021 INTERNATIONAL MECHANICAL CODE, AND THE 2013 ASHRAE 90.1 ENERGY CONSERVATION CODE.
2. COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR PRIOR TO BEGINNING ANY WORK.
3. INSTALL OUTDOOR UNITS ON 4" THICK CONCRETE PADS EXTENDING 6" IN ALL DIRECTIONS BEYOND FOOTPRINT OF UNIT. PLASTIC OR FIBERGLASS EQUIPMENT PADS SHALL NOT BE USED. SECURE UNITS TO CONCRETE PAD WITH A MINIMUM OF TWO "REDHEAD" TYPE ANCHORS.
4. DUCT CONSTRUCTION SHALL BE PER THE LATEST REQUIREMENTS OF NFPA 90A AND 90B, SMACNA AND ASHRAE AND SHALL MEET OR EXCEED THEIR REQUIREMENTS FOR SUPPORT AND REINFORCEMENT.
5. REFRIGERANT SUCTION LINES SHALL BE INSULATED WITH FLEXIBLE ELASTOMERIC INSULATION WITH A MINIMUM THICKNESS OF 0.5". ALL INSULATION INSTALLED AT BUILDING EXTERIOR SHALL BE PAINTED WITH TWO COATS OF WHITE UV PROTECTIVE PAINT.
6. BRANCH SUPPLY AND RETURN DUCT RUNOUTS SHALL BE GALVANIZED SNAP-LOCK WITH ALL JOINTS AND SEAMS SEALED WITH MASTIC. TRAVERSE JOINTS SHALL BE CONNECTED WITH SHEET METAL SCREWS MINIMUM 6" ON CENTER. ALL GALVANIZED DUCT SHALL BE INSULATED WITH 2" THICK, 1 POUND DENSITY WRAP INSULATION. INSULATION TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
7. FLEXIBLE DUCT TO SUPPLY GRILLES SHALL NOT EXCEED 8'-0". ROUTE EXTERNALLY INSULATED RIGID SNAP LOCK DUCT TO WITHIN 8'-0" OF GRILLE.
8. EQUIPMENT PROVIDED AND INSTALLED ON THIS PROJECT SHALL MEET OR EXCEED THE MINIMUM EFFICIENCY REQUIREMENTS INDICATED IN THE SCHEDULE.
9. DUCT CONSTRUCTION SHALL BE G-90 GALVANIZED SHEET METAL. DUCT SEALING SHALL BE CLASS "A", ALL JOINTS, SEAMS, AND PENETRATIONS SHALL BE BRUSHED WITH 2 COATS OF WATER BASED MASTIC. THE DUCT SEAL SHALL MEET OR EXCEED PRESSURE CLASS 2".
10. ALL SHEET METAL DUCT SHALL BE INTERNALLY INSULATED WITH 1" THICK, MINIMUM R-4.3 DUCT LINER. INSTALLED PER SPECIFIC MANUFACTURERS RECOMMENDATIONS.
11. THE MECHANICAL CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS IN WALLS, FOUNDATIONS, FLOORS, AND ROOFS. CONTRACTOR SHALL INSTALL LOUVERS PER MANUFACTURERS RECOMMENDATIONS AND DETAILS INDICATED ON THE ARCHITECTURAL PLANS.
12. ALL OUTSIDE AIR INLETS SHALL BE LOCATED A MINIMUM OF 10 FEET FROM ANY EXHAUST AIR OUTLET OR PLUMBING VENT STACK. COORDINATE WITH THE PLUMBING DRAWINGS AND WITH THE PLUMBING AND GENERAL CONTRACTORS IN THE FIELD.
13. THE MECHANICAL CONTRACTOR SHALL VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS AND BE RESPONSIBLE FOR ALL RELATED CLEARANCES IN THE FIELD. PROVIDE CLEARANCE IN FRONT OF ALL ELECTRICAL PANELS PER NATIONAL ELECTRIC CODE REQUIREMENTS. DUCT SHALL NOT ROUTE OVER ELECTRICAL PANELS.
14. OFFSET AND TRANSITION DUCT AS NECESSARY TO AVOID STRUCTURAL MEMBERS OR EQUIPMENT CONNECTION SIZES. PROVIDE FLEXIBLE DUCT CONNECTORS ON ALL DUCT CONNECTION TO MOTORIZED EQUIPMENT.
15. PROVIDE EACH HVAC SYSTEM WITH A 7 DAY PROGRAMMABLE WI-FI THERMOSTAT WITH BATTERY BACKUP AND UNOCCUPIED HOURS SET BACK CAPABILITIES.

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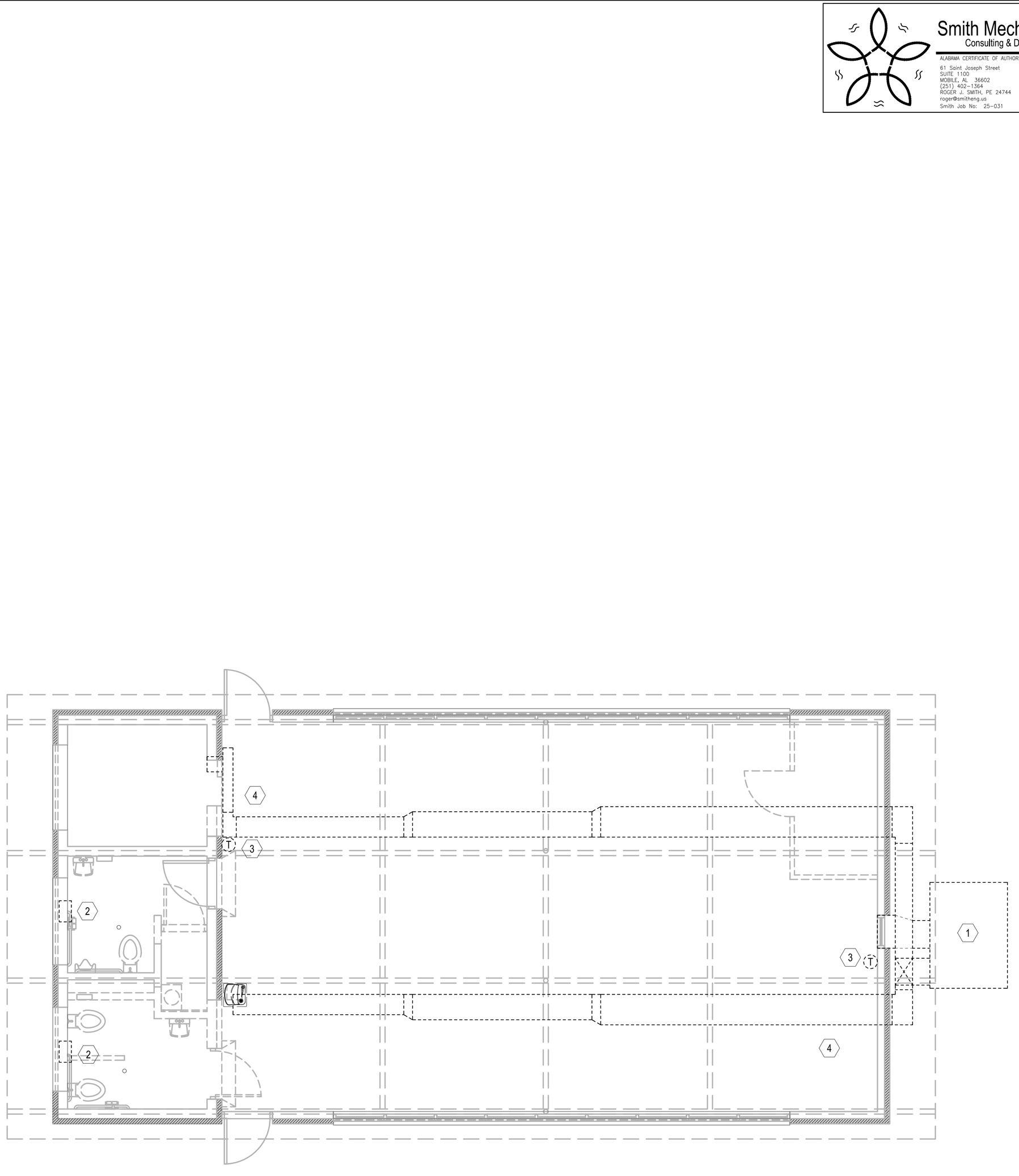
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: HVAC SCHEDULES AND NOTES

SHEET: M1.0

SHEET NOTES

1. EXISTING NOMINAL 5 TON PACKAGED AIR CONDITIONING UNIT TO BE REMOVED ENTIRELY. REMOVE ALL ASSOCIATED AIR DISTRIBUTION SUPPLY AND RETURN DUCT AS WELL AS GRILLES AND DIFFUSERS. THE STEEL STAND THE UNIT IS SETTING ON SHALL BE REMOVED ENTIRELY AS WELL. CLEAN EQUIPMENT PAD AND PREPARE IT FOR THE INSTALLATION OF THE NEW UNIT. REMOVE FENCING AS NECESSARY TO ACCOMPLISH REQUIRED WORK. REPLACE FENCING ONCE HVAC WORK IS COMPLETED. PATCH BUILDING EXTERIOR WALL PENETRATIONS TO MATCH SURROUNDING, OR PREPARE THEM FOR REUSE. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS. RECOVER REFRIGERANT AND RECYCLE AS NECESSARY PER THE REQUIREMENTS OF THE LOCAL AHJ AND 40 CFR 82.
2. EXISTING TOILET ROOM EXHAUST FAN AND ASSOCIATED DISCHARGE DUCT TO BE REMOVED ENTIRELY. PATCH EXTERIOR WALL PENETRATION TO MATCH SURROUNDING, OR PREPARE FOR REUSE.
3. EXISTING THERMOSTAT TO BE REMOVED ENTIRELY.
4. A GAS FIRED UNIT HEATER WAS LOCATED IN THIS AREA BUT WAS REMOVED PREVIOUSLY. THE NATURAL GAS PIPING AND CEILING SUPPORT SYSTEM HAVE BEEN ABANDONED IN PLACE. SEE PLUMBING PLANS FOR NATURAL GAS PIPING REMOVAL REQUIREMENTS.



N

1 **HVAC DEMO PLAN**

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

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ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
8/6/2025

NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: RJS
DRAWN BY: JGS
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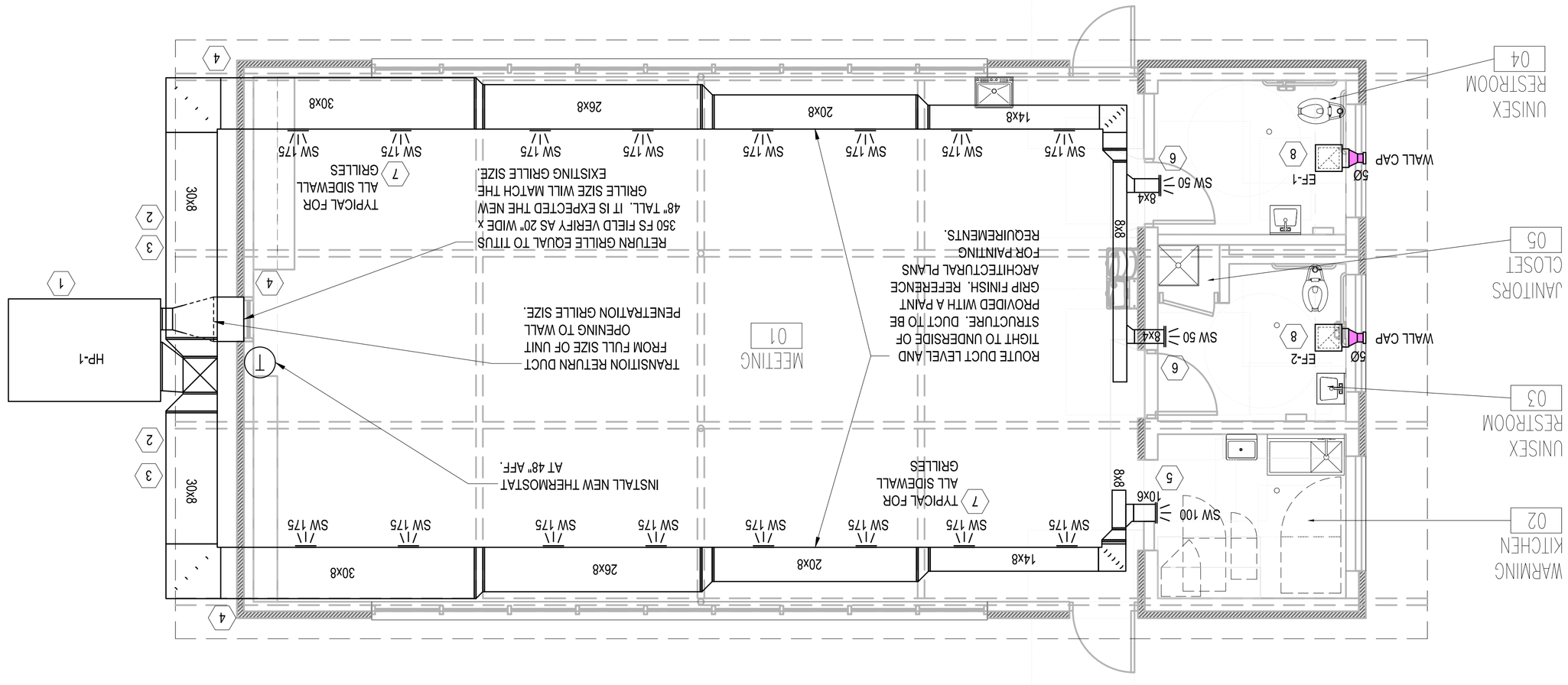
SHEET TITLE: HVAC DEMO PLAN

SHEET: M2.0

HVAC NEW WORK PLAN



SHEET NOTES

1. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW GALVANIZED STEEL STAND APPROXIMATELY 18" TALL TO SUPPORT THE NEW UNIT. STEEL STAND SHALL SUPPORT THE PERIMETER OF THE UNIT WITH CROSS BRACING AS NECESSARY TO MAKE IT STRUCTURALLY RIGID WITH THE UNIT INSTALLED. STAND SHALL SUPPORT THE UNIT IN A LEVEL MANNER.
2. ROUTE SUPPLY DUCT UP TO UNDERSIDE OF ROOF AND PENETRATE EXTERIOR WALL AT ELEVATION EQUAL TO WHERE THE DUCT WILL ROUTE THROUGH BUILDING. ROUTE DUCT TIGHT TO THE EXTERIOR WALL.
3. SUPPLY AND RETURN AIR DUCT AT BUILDING EXTERIOR SHALL BE DOUBLE WALL CONSTRUCTION WITH R-8 LINER INSTALLED BETWEEN A SOLID INNER AND SOLID OUTER G-90 GALVANIZED SHEET. SEAL ALL DUCT AT BUILDING EXTERIOR WITH WATER PROOF MASTIC. DIMENSIONS SHOWN ARE CLEAR INSIDE DIMENSIONS. INCREASE DUCT TO ACCOMMODATE INSULATION THICKNESS. EXTERIOR SKIN OF DUCT SHALL BE PROVIDED WITH A PAINT GRIP FINISH. REFERENCE ARCHITECTURAL PLANS FOR PAINT COLOR REQUIREMENTS.
4. SEAL AROUND EXTERIOR WALL DUCT PENETRATIONS WEATHER PROOF AND RODENT PROOF.
5. INSTALL NEW SIDEWALL GRILLE AT PREVIOUS GRILLE LOCATION. PROVIDE SHEET METAL BLANK OFF AT UNUSED PORTIONS OF THE WALL PENETRATION ON BOTH SIDES OF THE WALL.
6. COORDINATE WALL PENETRATION LOCATIONS WITH THE ARCHITECTURAL PLANS. PROVIDE SHEET METAL BLANK OFF AT UNUSED PORTIONS OF THE WALL PENETRATION ON BOTH SIDES OF THE WALL.
7. INSTALL SIDEWALL GRILLE IN THE SIDE OF THE DUCT. PROVIDE GRILLE WITH EXTRACTOR.
8. INSTALL CEILING EXHAUST FAN IN FUR DOWN. EXTEND DISCHARGE DUCT TO BUILDING EXTERIOR FOR DISCHARGE THROUGH A WALL CAP. COORDINATE EXTERIOR WALL PENETRATIONS WITH OTHER TRADES. SEAL AROUND PENETRATIONS WEATHER PROOF AND RODENT PROOF.

SUPPLY AND RETURN DUCT AT BUILDING EXTERIOR SHALL BE DOUBLE WALL CONSTRUCTION WITH A MINIMUM R-8 INSULATION SANDWICHED BETWEEN G-90 SHEET METAL. DUCT INSIDE THE BUILDING SHALL BE INTERNALLY INSULATED WITH 1" THICK , R-4.3 LINER. DUCT DIMENSIONS SHOWN ARE CLEAR INSIDE DIMENSIONS. DUCT SHALL BE PROVIDED WITH A PAINT GRIP FINISH.

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NUMBER	REVISION DESCRIPTION

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SHEET TITLE: HVAC NEW WORK PLAN

SHEET: M2.1

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

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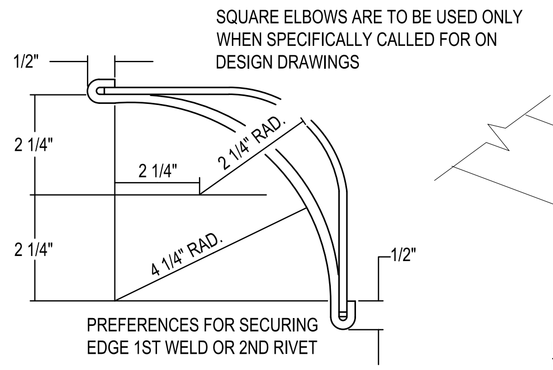
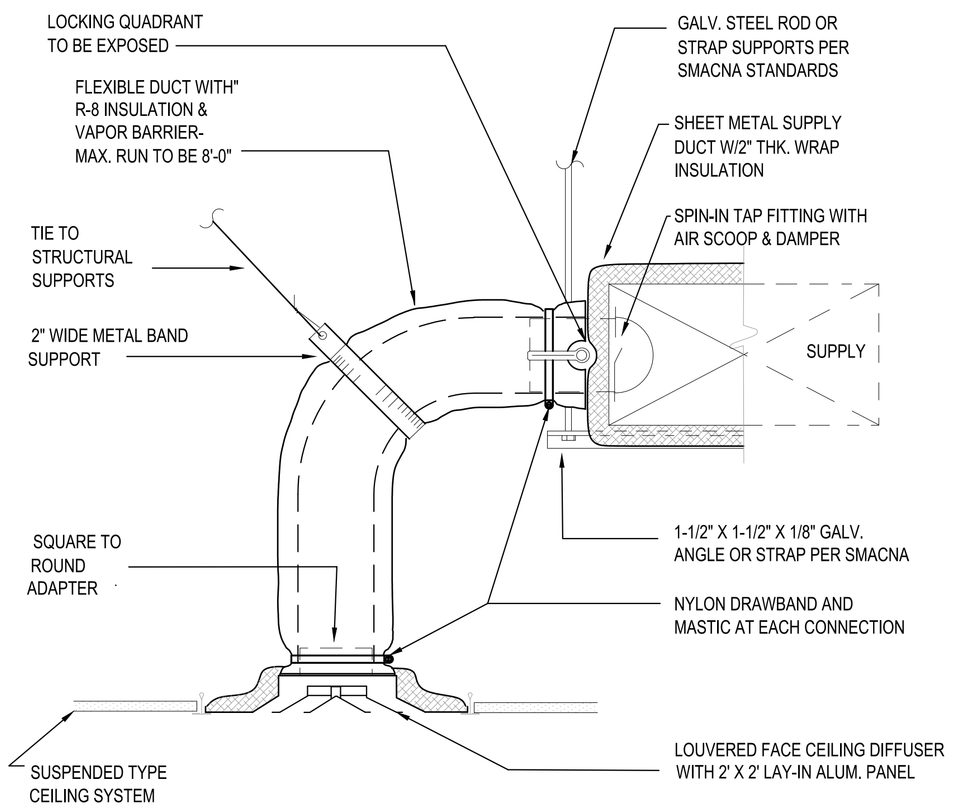
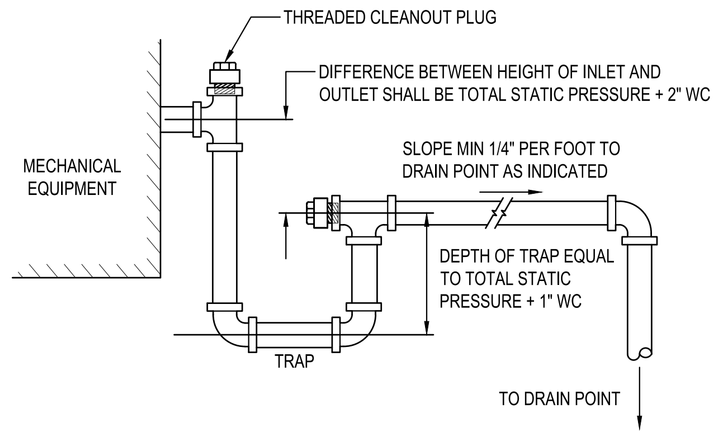
NUMBER	REVISION DESCRIPTION
REVISION	



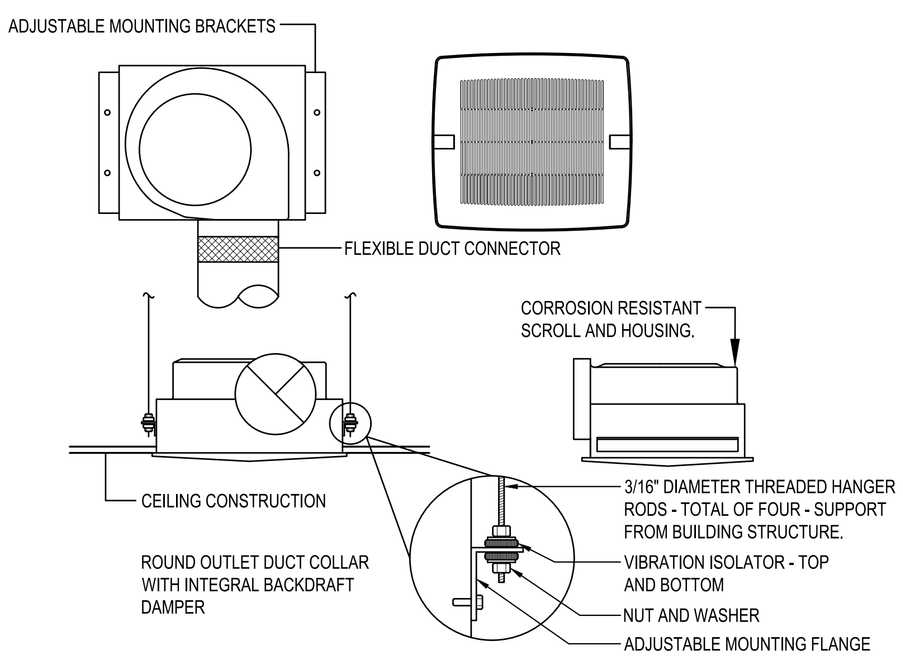
1 TURNING VANE DETAIL
NOT TO SCALE



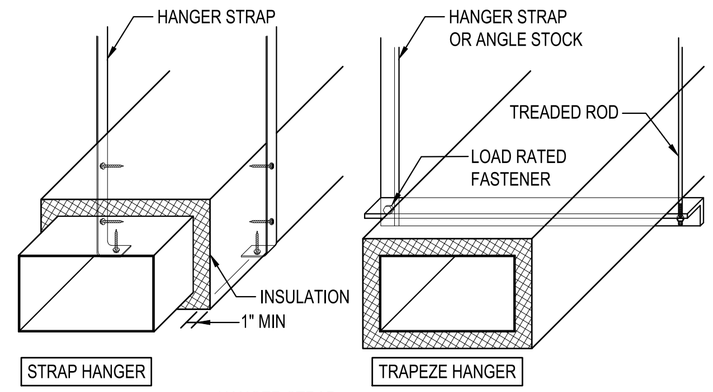
4 TYPICAL DIFFUSER DETAIL
NOT TO SCALE

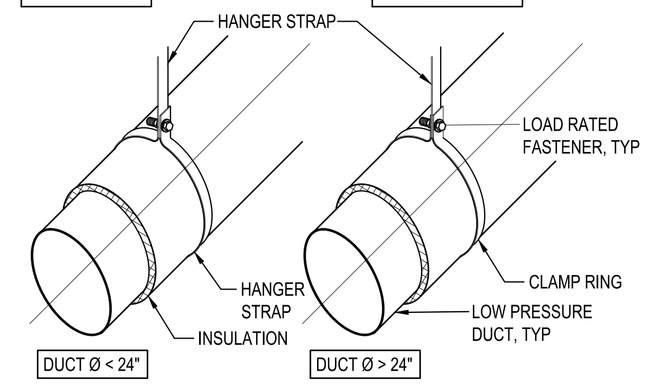


2 TYPICAL CONDENSATE TRAP DETAIL
NOT TO SCALE

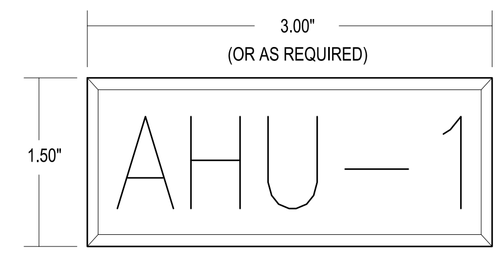


5 CEILING EXHAUST FAN DETAIL
NOT TO SCALE





3 DUCT HANGER DETAIL
NOT TO SCALE



ENGRAVED PLASTIC TAG WITH 1" HIGH WHITE LETTERS ON BLACK BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT, WATERPROOF DOUBLE SIDED TAG TAPE AT VISIBLE LOCATION ON MECHANICAL EQUIPMENT. LABEL ALL INDOOR AND OUTDOOR UNITS WITH NOTATION SHOWN ON PLANS.

6 TYPICAL ENGRAVED TAG DETAIL
NOT TO SCALE

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SHEET TITLE: HVAC DETAILS

SHEET: M3.0

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
ARCH	ARCHITECT OR ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BFG	BELOW FINISHED GRADE
BKR	CIRCUIT BREAKER
BLDG	BUILDING
C	CONDUIT
C/B	CIRCUIT BREAKER
CKT	CIRCUIT
CT	CURRENT TRANSFORMER
CU	COPPER
DDC	DIRECT DIGITAL CONTROL
DEMO	DEMOLISH
ELEC	ELECTRICAL
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EWC	ELECTRIC WATER COOLER
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
FMC	FLEXIBLE METAL CONDUIT
FA	FIRE ALARM
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLA	FULL LOAD AMPS
GFCI	ROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
HH	HANDHOLE
HOA	HAND-OFF-AUTOMATIC
HP	HEAT PUMP OR HORSEPOWER
HVAC	HEATING, VENTILATION & AIR-CONDITIONING
JB	JUNCTION BOX
kAIC	KILO-AMPERE INTERRUPTING CAPABILITY
kCMIL	THOUSAND CIRCULAR MILS
LTG	LIGHTING
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
LV	LOW VOLTAGE
MAX	MAXIMUM
MCA	MINIMUM CIRCUIT AMPACITY
MCC	MOTOR CONTROL CENTER
MCM	THOUSAND CIRCULAR MILS
MH	MANHOLE
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MNT	MOUNTING HEIGHT
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
N1	NEMA 1
N3R	NEMA 3R
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRICAL CODE
NEU	NEUTRAL
OCPD	OVERCURRENT PROTECTION DEVICE
OHE	OVERHEAD ELECTRIC
PNL	PANELBOARD
PWR	POWER
REC	RECEPTACLE
REQ	REQUIRED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SA	SURGE ARRESTER
SCA	SHORT CIRCUIT AMPS
SPEC	SPECIFICATION
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS' LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLT
VA	VOLT-AMPERES
VAR	VOLT-AMPERES REACTIVE
VAV	VARIABLE AIR VOLUME UNIT
W	WATTS
WAO	WORK AREA OUTLET
WP	WEATHERPROOF
XFMR	TRANSFORMER
ϕ	PHASE
72°	DEGREES
Δ	DELTA
Ω	OHMS

ELECTRICAL LEGEND

WIRING:

- CIRCUIT WIRING (2#12, 1#12G, 3/4" C., UNLESS OTHERWISE NOTED). (TICK MARKS DESIGNATE QUANTITY OF HOT/NEUTRAL CONDUCTORS)
- 2DP-XX — CIRCUIT HOME RUN TO THE INDICATED PANELBOARD. (2#12, 1#12G, 3/4" C., UNLESS OTHERWISE NOTED)
- LV — LOW VOLTAGE CABLING NOT ROUTED IN CONDUIT. (SEE MANUFACTURER'S SPECIFICATIONS FOR WIRE TYPE)

LIGHTING CONTROL DEVICES:

- $ — SINGLE POLE LIGHTING SWITCH. MOUNT 48" AFF TO TOP OF BOX. APPLICABLE SUBSCRIPTS:
  - D - LOW VOLTAGE DIMMER SWITCH:
    - SEE MANUFACTURER'S SPECS FOR WIRING REQUIREMENTS, AND PROGRAMMED TO BE MANUAL ON.
  - L2 - LINE VOLTAGE DIMMER SWITCH:
    - WITH DUAL RELAYS, OCCUPANCY SENSOR, AND PROGRAMMED TO BE MANUAL ON.
- OS — LOW VOLTAGE 360° DUAL TECHNOLOGY OCCUPANCY SENSOR. (MOUNT IN CEILING, UNLESS OTHERWISE NOTED)
- PR — POWER RELAY PACK WITH DIMMING. (MOUNT ABOVE CEILING, UNLESS OTHERWISE NOTED)

IDENTIFICATION:

- HPU 1 — IDENTIFICATION TAG: MECHANICAL EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)
- BLT — IDENTIFICATION TAG: LIGHTING FIXTURES. (SEE SCHEDULES FOR MORE INFORMATION)

POWER EQUIPMENT:

- POWER PANELBOARD. (SEE SCHEDULES FOR MORE INFORMATION)
- POWER COMPANY METER
- DISCONNECT SWITCH (NON-FUSED) (HEAVY DUTY FOR OUTDOOR USE)

MISCELLANEOUS EQUIPMENT:

- X — ELECTRICAL TERMINATION TO EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)

GENERAL ELECTRICAL DEVICES:

- NEMA 5-20R GENERAL DUPLEX RECEPTACLE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)
- G — 20A GFCI TYPE RECEPTACLE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)
- E — 20A GFCI TYPE RECEPTACLE INSTALLED WITH DIE-CAST WEATHERPROOF BOX AND COVERPLATE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)
- NEMA 5-20R DUPLEX GENERAL RECEPTACLE. (MOUNT 7" ABOVE COUNTER OR HEIGHT INDICATED)
- N — SPECIAL NEMA RECEPTACLE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)

ELECTRICAL SPECIFICATIONS

1. GENERAL ELECTRICAL:
   - 1.1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.
   - 1.2. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS.
   - 1.3. THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS, OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS.
   - 1.4. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS, WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT/ENGINEER AND GOVERNING AUTHORITIES.
   - 1.5. IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER. ALL LAMPS SHALL BE GUARANTEED FOR 30 DAYS AFTER ACCEPTANCE.
   - 1.6. THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO RUNNING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.
   - 1.7. PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 2 WEEKS PRIOR TO BID OPENING. ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.

2. CODES & STANDARDS:
   - 2.1. INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS:
     - 2.1.1. NATIONAL ELECTRICAL CODE.
     - 2.1.2. NFPA 72. NATIONAL FIRE PROTECTION CODE.
     - 2.1.3. INTERNATIONAL BUILDING CODE.
     - 2.1.4. INTERNATIONAL ENERGY CONSERVATION CODE.
     - 2.1.5. NFPA 101.
     - 2.1.6. ADA .
     - 2.1.7. ANSI.
     - 2.1.8. NEMA.
     - 2.1.9. OSHA.
     - 2.1.10. UL.

3. ALTERATIONS & ADDITIONS TO EXISTING WORK:
   - 3.1. PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.
   - 3.2. AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.
   - 3.3. MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.
   - 3.4. COORDINATE ALL REQUIRED OUTAGES WITH OWNER.

4. BASIC MATERIALS & METHODS:
   - 4.1. ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.
   - 4.2. ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.
   - 4.3. CONDUIT ROUTINGS AND DEVICE/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY, CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.
   - 4.4. COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.
   - 4.5. THE CONDUIT MATERIAL SHALL BE AS FOLLOWS:
     - 4.5.1. ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS.
     - 4.5.2. ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT.
     - 4.5.3. FINAL CONDUIT CONNECTIONS TO HEAT PUMPS, AIR HANDLERS, EXHAUST FANS, AND WATER HEATERS SHALL BE LFMC WHETHER INTERIOR OR EXTERIOR.
   - 4.6. CONDUIT FITTINGS SHALL BE AS FOLLOWS:
     - 4.6.1. EMT - <=2" USE STEEL SET SCREW WITH INSULATED THROATS FOR INTERIOR/ USE COMPRESSION FITTINGS WITH INSULATED THROATS FOR EXTERIOR, >2" USE SET-SCREW STEEL WITH INSULATED THROATS.
     - 4.6.2. RGS - THREADED GALVANIZED STEEL.
     - 4.6.3. PVC - PVC APPROVED FOR THE USE.
   - 4.7. ALL OUTLET BOXES SHALL BE 4"X4"X1-1/2" DEEP MINIMUM.
   - 4.8. ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.

5. GROUNDING & BONDING:
   - 5.1. PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.

6. IDENTIFICATION:
   - 6.1. PROVIDE ENGRAVED 1 1/2"x3" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.

7. GENERAL WIRING DEVICES:
   - 7.1. SWITCHES - SPECIFICATION GRADE, 20 AMP, COLOR BY ARCHITECT.
   - 7.2. RECEPTACLES - SPECIFICATION GRADE, 20 AMP, NEMA 5-20R, COLOR BY ARCHITECT.
   - 7.3. COVER PLATES - NYLON, COLOR BY ARCHITECT.
   - 7.4. APPROVED MANUFACTURERS - HUBBELL, LEVITON, EAGLE, PASS & SEYMOUR.

8. SAFETY SWITCHES:
   - 8.1. GENERAL DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE/QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.
   - 8.2. PROVIDE WITH GROUND LUG KIT.
   - 8.3. EXTERIOR - NEMA 3R.
   - 8.4. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER SIEMENS, EATON.

9. LIGHTING:
   - 9.1. PROVIDE A 6'-0" MAXIMUM FLEXIBLE CONNECTION FROM EACH RECESSED LIGHTING FIXTURE TO JUNCTION BOX ABOVE CEILING.
   - 9.2. FOR FIXTURES IN LAY-IN CEILINGS, PROVIDE WIRE SUPPORTS AT OPPOSITE CORNERS OF FIXTURE SEPARATE FROM LAY-IN CEILING WIRE SUPPORTS.
   - 9.3. ELECTRONIC BALLASTS SHALL BE INSTANT START, <10%THD, SOUND RATED A, OUTPUT FREQUENCY >40kHz, CONTAIN NO PCBs, SYLVANIA QTP SERIES OR ADVANCE CENTIUM SERIES.
   - 9.4. APPROVED MANUFACTURERS FOR LAMPS SHALL BE GE, SYLVANIA, PHILIPS.

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NUMBER REVISION	REVISION DESCRIPTION

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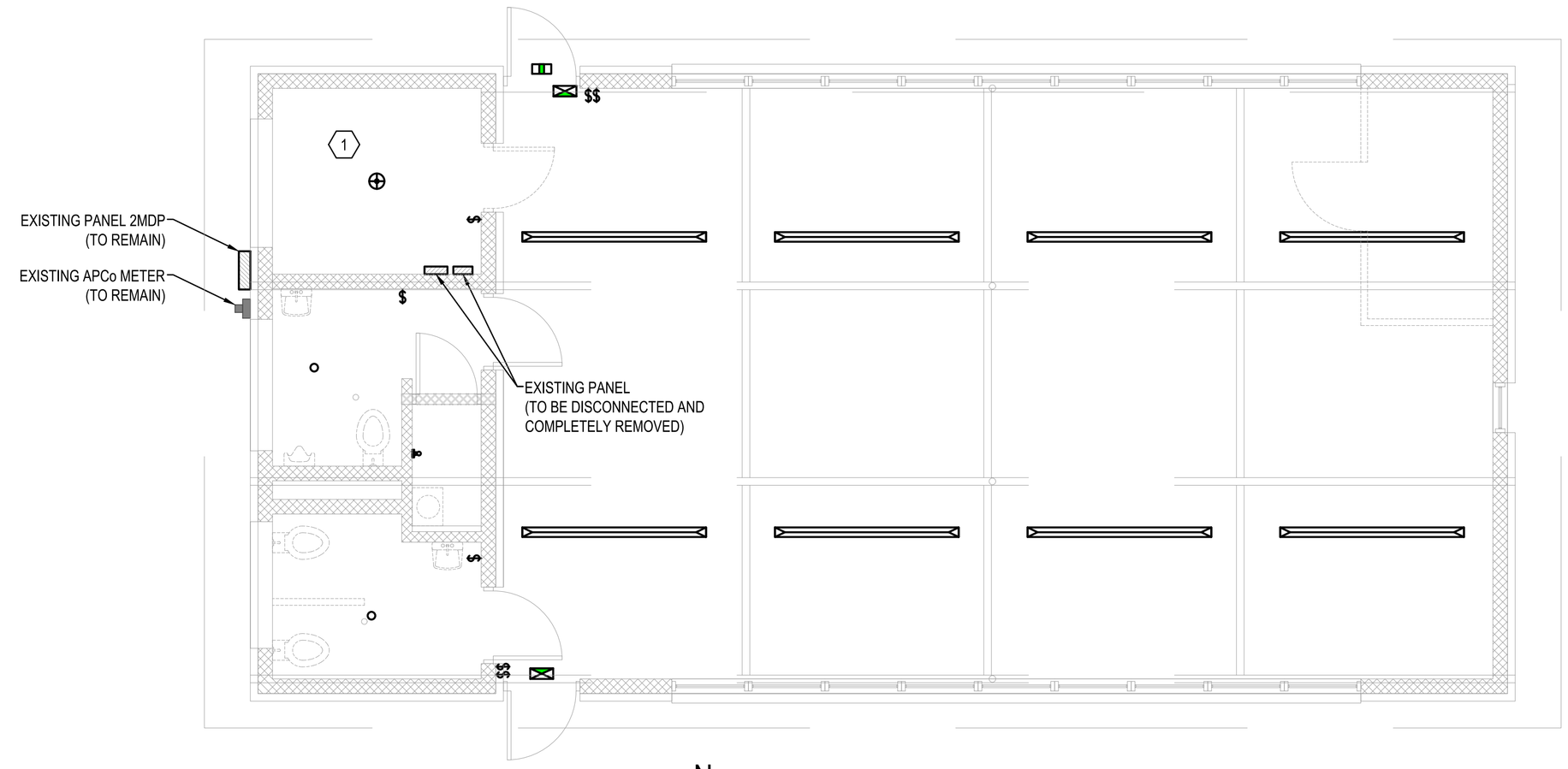
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL LEGEND & SPECIFICATIONS

SHEET: E1.0



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1 EXISTING LIGHTING PLAN

4' 0' 4' 8'

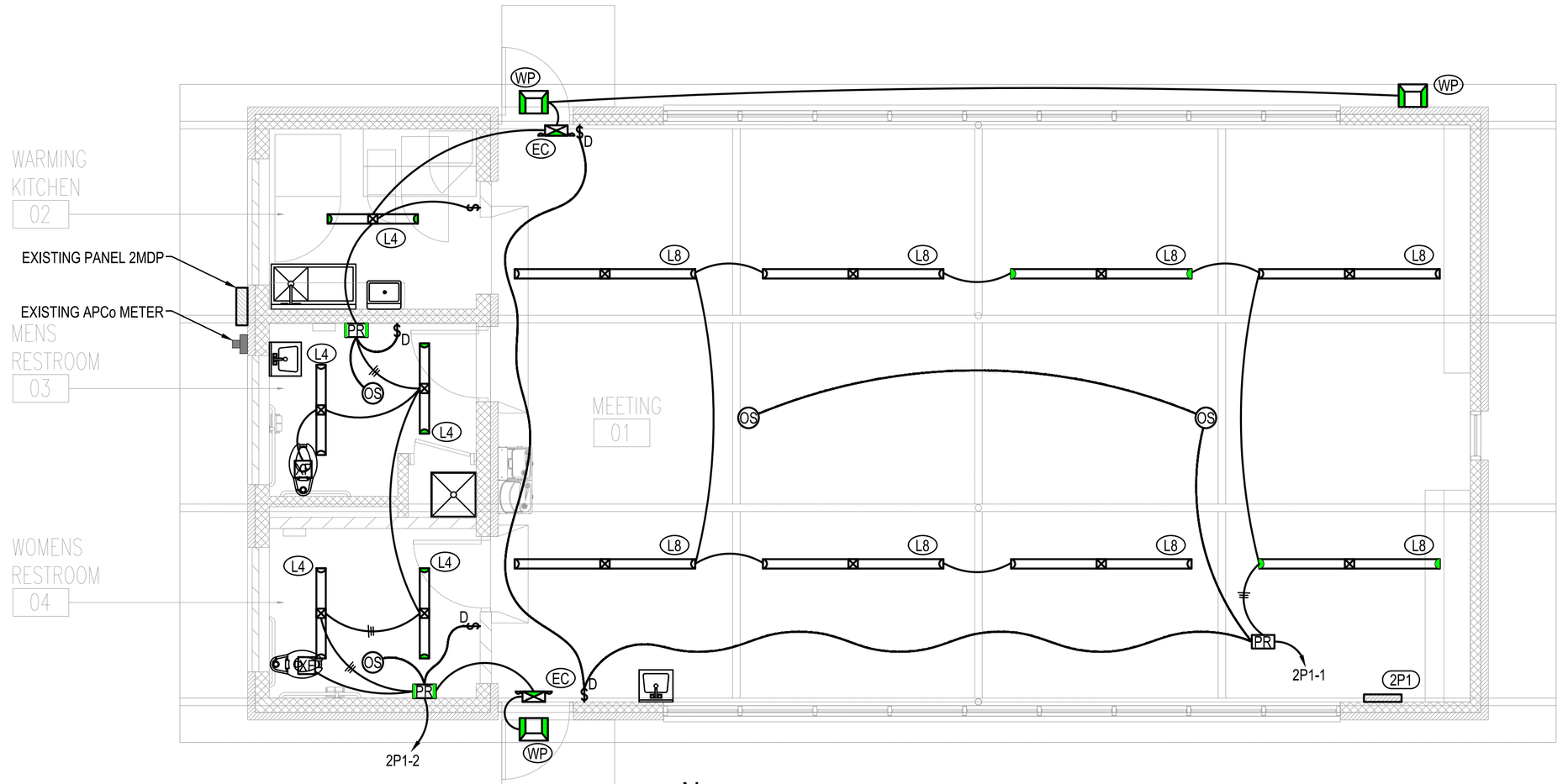
SCALE: 1/4"=1'-0"

OVERALL NOTES

1. ALL EXISTING LIGHTING FIXTURES, LIGHTING CONTROL DEVICES, AND ALL ASSOCIATED CONDUIT AND WIRING ARE TO BE DISCONNECTED AND COMPLETELY REMOVED.

KEY NOTES

1. THE ELECTRICAL CONTRACTOR IS TO DISCONNECT AND REMOVE THE EXISTING TELECOMMUNICATIONS EQUIPMENT IN THIS SPACE.



N

2 NEW WORK LIGHTING PLAN

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

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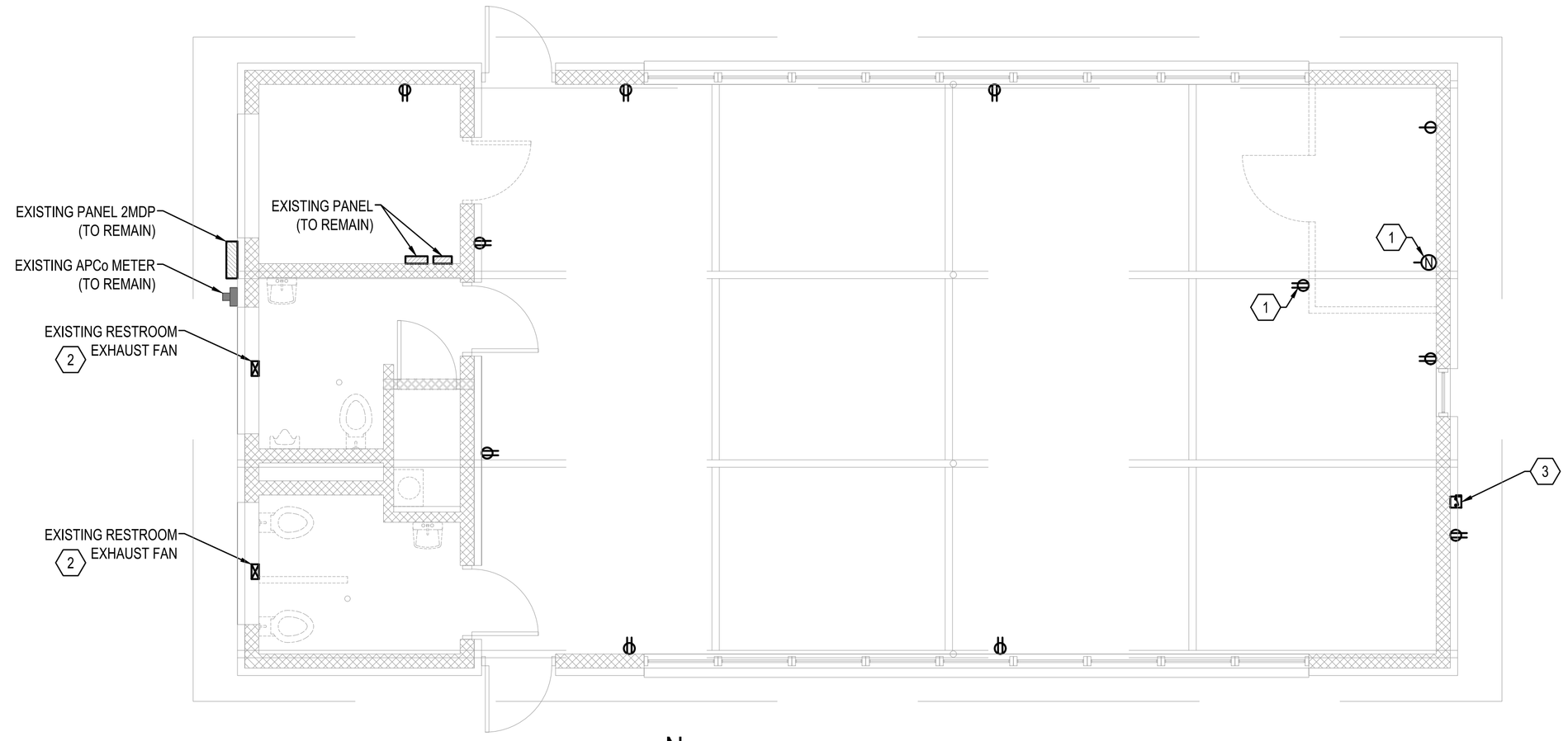
CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL LIGHTING PLANS

SHEET: E2.0

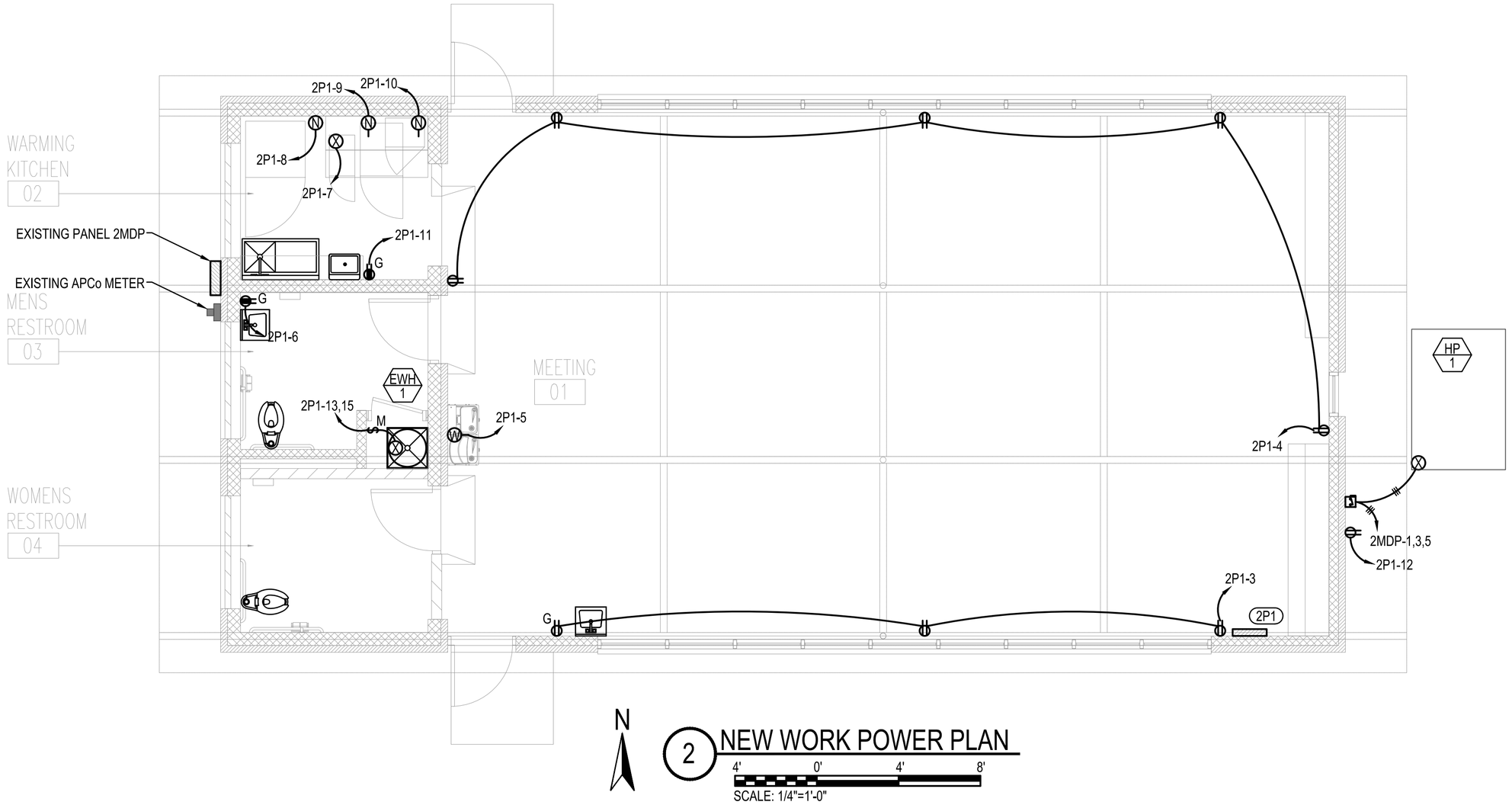


OVERALL NOTES

1. ALL EXISTING ELECTRICAL DEVICES AND ALL ASSOCIATED CONDUIT AND WIRING ARE TO BE DISCONNECTED, REMOVED, AND REPLACED NEW IN THE NEW WORK PHASE, UNLESS OTHERWISE NOTED.

KEY NOTES

1. THIS RECEPTACLE AND ASSOCIATED WIRING AND RACEWAYS ARE TO BE DISCONNECTED AND REMOVED.
2. THIS EXHAUST FAN AND ASSOCIATED WIRING AND RACEWAYS ARE TO BE DISCONNECTED AND REMOVED.
3. THE DISCONNECT SWITCH SERVING THE EXISTING AIR CONDITIONING UNIT AND ALL ASSOCIATED CONDUIT AND WIRING IS TO BE REMOVED BACK TO THE SERVING PANEL.



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ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
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SHEET TITLE: ELECTRICAL POWER PLANS

SHEET: E2.1

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER AND CATALOG NUMBER	WATTS	VOLTAGE	MOUNTING	DESCRIPTION
L2	KENALL MLHA5-24-R-MW-PP-25L35K-DCC-DV-LEL	25	MVOLT	CEILING/ SURFACE	2' SURFACE MOUNTED LED FIXTURE 3500K WITH DIMMING AND EMERGENCY BATTERY
L4	KENALL MLHA5-48-R-MW-PP-45L35K-DCC-DV-LEL	45	MVOLT	CEILING/ SURFACE	4' SURFACE MOUNTED LED FIXTURE 3500K WITH DIMMING AND EMERGENCY BATTERY
L8	KENALL MLHA5-96-R-MW-PP-45L35K-DCC-DV-LEL	90	MVOLT	CEILING/ SURFACE	8' SURFACE MOUNTED LED FIXTURE 3500K WITH DIMMING
WP	KENALL FN15-3-7-DB-24L-40K8-DV-LEL	24	MVOLT	WALL/ SURFACE	EXTERIOR WALL PACK LED 4000K WITH PHOTOCELL AND EMERGENCY BATTERY
EC	CHLORIDE VLTCR3R	3	MVOLT	WALL/ SURFACE	LED EXIT/UNIT COMBO RED LETTERS WITH EMERGENCY BATTERY
NOTES	FIXTURES WITH FILLED END-CAPS ARE TO BE EQUIPPED WITH EMERGENCY BATTERY BACKUP.				

PANELBOARD SCHEDULE:

2MDP

VOLTAGE: 120-240V
PHASE: 3
AMPS: 200 MAIN BREAKER

CKT	LOAD	BKR P	BKR AT	CKT (kVA)	TOTAL PHASE (kVA) A	B	C	CKT (kVA)	BKR AT	BKR P	LOAD	CKT
1	NEW HVAC UNIT	3	110	9.8								2
3				9.8					20	3	PICKLEBALL LIGHTS	4
5				9.8								6
7	TENNIS LIGHTS	2	60					4.0	100	2	NEW PANEL 2P1	8
9								4.7				10
11	PAVILION GFCI #1	1	20						20	1	EXISTING LIGHTING	12
13	SPARE	1	20						20	1	SPARE	14
15	PAVILION GFCI #2	1	20						20	1	EXISTING LIGHTING	16
17	SPARE	1	20						20	1	SPARE	18
19	PAVILION LIGHTS	1	20						20	1	MUSCO CONTROL PWR	20
21	SPARE	1	20						20	1	SPARE	22
23	SPARE	1	20						20	1	SPARE	24
25	SPARE	1	20							1	SPACE	26
27	SPARE	1	20							1	SPACE	28
29	SPACE	1								1	SPACE	30

PHASE (kVA): TOTAL (kVA):
PHASE (AMPS):

PANELBOARD INFORMATION SCHEDULE

MARK	ENCLOSURE TYPE	MOUNTING STYLE	VOLTAGE	Ø	WIRE	MAIN BKR	IF MLO, SERVING BKR	SERVICE RATED	kAIC RATING	Ø BUS RATING (A)	N BUS RATING	FEEDER WIRING	FEEDER GROUND	FEEDER CONDUIT
2P1	NEMA 1	SURFACE	120-240V	1	3	MLO	100	NO	10	100	100%	3#1	#6	1 1/2"C
NOTES	ALL PANELBOARDS ARE TO BE EQUIPPED WITH COPPER BUS.													
	ALL PANELBOARDS ARE TO BE EQUIPPED WITH ARC FLASH WARNING LABEL IN ACCORDANCE WITH NEC 110.16.													

PANELBOARD SCHEDULE:

2P1

VOLTAGE: 120-240V
PHASE: 1
AMPS: 100A MAIN LUG ONLY

CKT	LOAD	BKR P	BKR AT	CKT (kVA)	PHASE (kVA) A	B	CKT (kVA)	BKR AT	BKR P	LOAD	CKT
1	MEETING 01 LTG	1	20					20	1	KITCHEN/RR LTG	2
3	MEETING 01 REC	1	20	0.6		1.4	0.8	20	1	MEETING 01 REC	4
5	ELECTRIC WATER COOLER	1	20	0.2	0.6		0.4	20	1	RR REC	6
7	ICE MAKER	1	20	0.5		1.8	1.3	20	1	FREEZER	8
9	HOTBOX	1	20	0.9	2.1		1.2	20	1	MICROWAVE	10
11	KITCHEN REC	1	20	0.2		0.4	0.2	20	1	EXTERIOR REC	12
13	ELECTRIC WATER HEATER	2	20	1.3	1.3			20	1	SPARE	14
15				1.3		1.3		20	1	SPARE	16
17	SPARE	1	20					20	1	SPARE	18
19	SPARE	1	20					20	1	SPARE	20
21	SPACE	1	20					20	1	SPACE	22
23	SPACE	1	20					20	1	SPACE	24
25	SPACE	1	20					20	1	SPACE	26
27	SPACE	1	20					20	1	SPACE	28
29	SPACE	1						20	1	SPACE	30

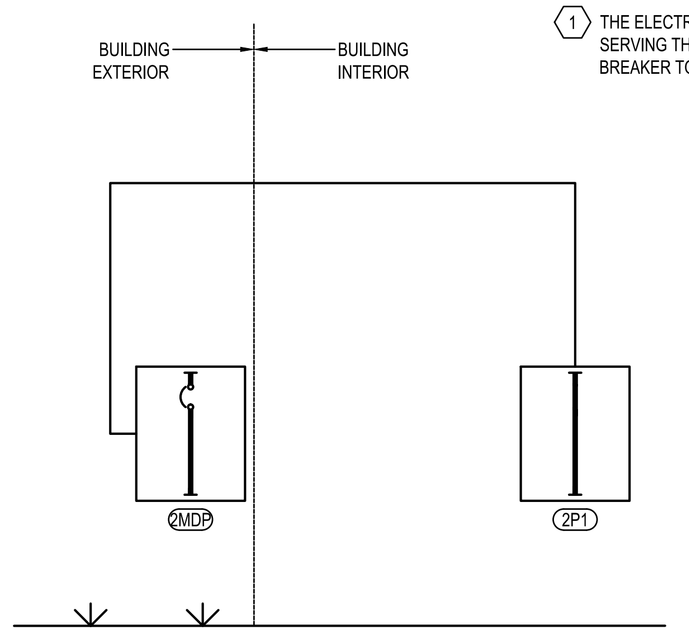
PHASE (kVA): 4.0 4.9 TOTAL (kVA): 8.9
PHASE (AMPS): 33.3 40.8

MECHANICAL EQUIPMENT SCHEDULE

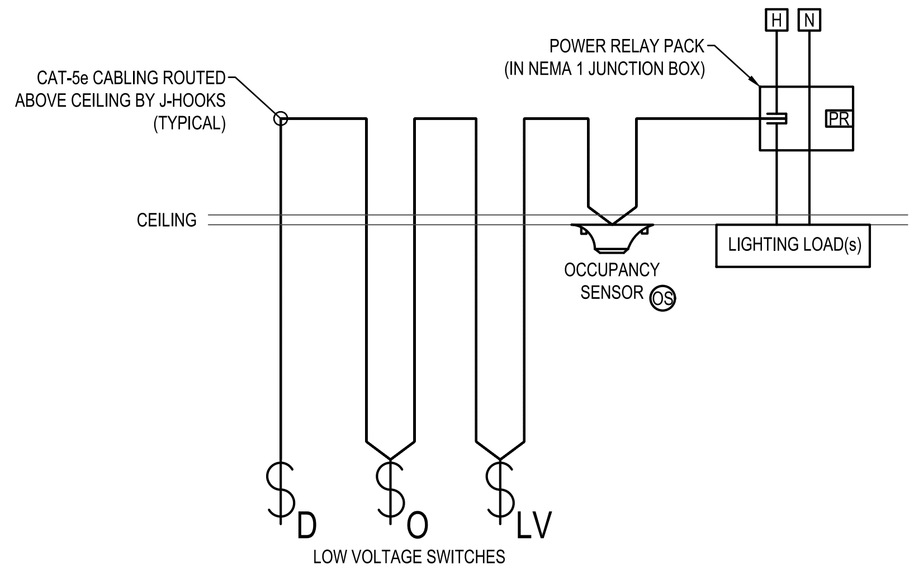
MARK	EQUIPMENT TYPE	VOLTS	PH	MCA	C/B (AMPS)	WIRING AND CONDUIT	PANEL
HP-1	HEAT PUMP	208	3	102	110	3#2, 1#6G, 1 1/2"C	2MDP
EWH-1	ELECTRIC WATER HEATER	208	1	15	20	2#12, 1#12G, 1"C	2P1
NOTES							

KEY NOTES

1. THE ELECTRICAL CONTRACTOR IS TO REPLACE THE 50A/3P CIRCUIT BREAKER SERVING THE EXISTING AIR CONDITIONING UNIT WITH A NEW 110A/3P 10kAIC BREAKER TO SERVE THE NEW HVAC UNIT IN THE NEW WORK PHASE.



1 NEW WORK SINGLE LINE DIAGRAM
NOT TO SCALE



2 TYPICAL LOW VOLTAGE LIGHTING CONTROL DETAIL
NOT TO SCALE

2P1
120-240V
FROM 2MDP

PANELBOARD/SWITCHBOARD LABEL

1) PLASTIC TAG (1 1/2" H x 3" W) WITH ENGRAVED LETTERING.
2) BLACK LETTERS WITH 1/2" AND 1/4" TEXT AND WHITE BACKGROUND.
3) SECURE TAG WITH STAINLESS STEEL SCREWS AND BEVEL EDGES.

3 TYPICAL LABELING DETAIL
NOT TO SCALE

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ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

NUMBER	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL SCHEDULES & DETAILS

SHEET: E3.0

GENERAL NOTES:

DISCLAIMER:

1. THE FOLLOWING SPECIFICATIONS ARE AN OUTLINE OF MINIMUM MATERIAL REQUIREMENTS AND THEIR APPLICATION. MANUFACTURER SPECIFICATIONS AND LOCAL CODE REQUIREMENTS, WHEN IN EXCESS OF MINIMUM SPECIFICATION, SHALL CONTROL. IT IS THE CONTRACTOR RESPONSIBILITY TO REVIEW AND SUBMIT ALL SHOP DRAWINGS AND REPORT ALL DOCUMENT DISCREPANCIES TO THE STRUCTURAL ENGINEER PRIOR TO FABRICATION OR ERECTION.

2. AT CONSTRUCTION ISSUE, THESE DRAWINGS REPRESENT STRUCTURAL COMPONENTS IN THEIR FINAL AND FINISHED STATE. CONSTRUCTION PROCEDURES, BRACING METHODS, SAFETY PRECAUTIONS OR MECHANICAL REQUIREMENTS USED TO ERECT THEM ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK.

BUILDING DESIGN CRITERIA:

A. CODES

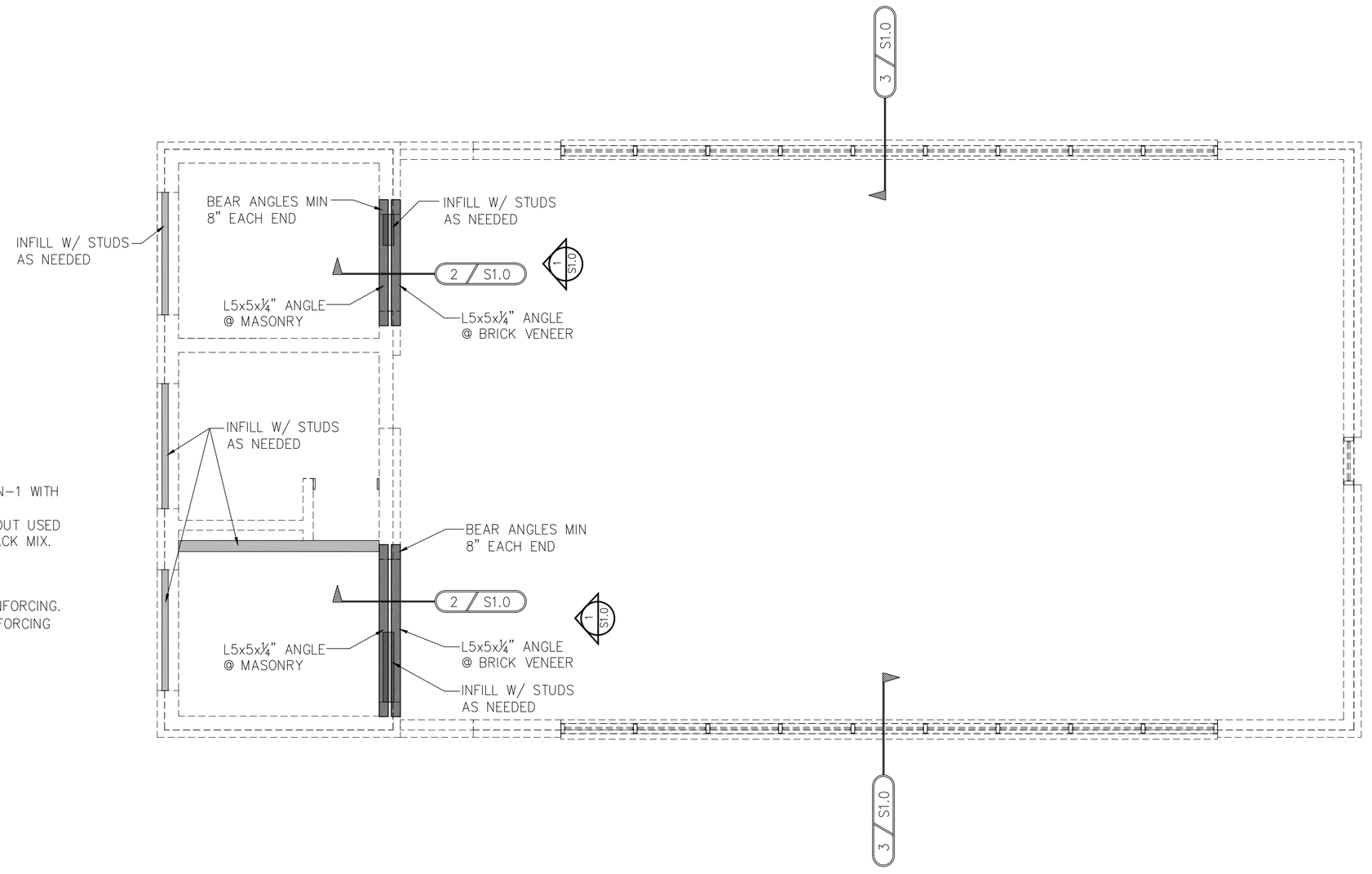
2021 INTERNATIONAL BUILDING CODE
BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318)
BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES (ACI 531)
ASCE 7-16

MASONRY:

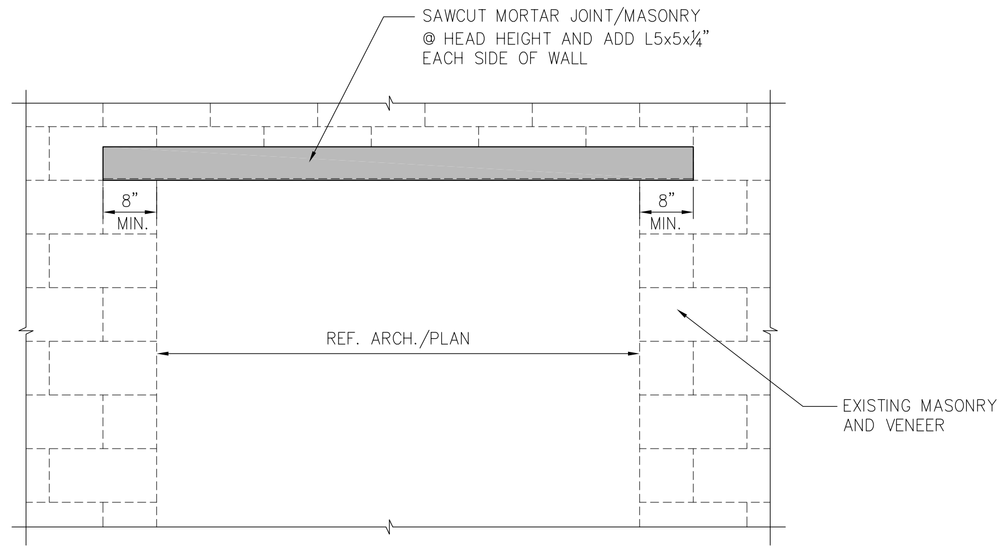
1. HOLLOW CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C-90 LIGHTWEIGHT, TYPE N-1 WITH A MINIMUM COMPRESSIVE STRENGTH f'm = 1500 PSI.
2. ALL MORTAR FOR USE IN MASONRY SHALL CONFORM TO ASTM C-270, TYPE M OR S. GROUT USED IN MASONRY SHALL BE MINIMUM 2500 PSI AND CONFORM TO ASTM C-476. MINIMUM 8 SACK MIX.
3. REINFORCING BARS TO BE GRADE 60 AND MEET ASTM A-615.
4. GROUT FILL ALL CELLS BELOW GRADE.
5. LAY ALL MASONRY IN A RUNNING BOND PATTERN.
6. PROVIDE #9 TRUSS TYPE JOINT REINFORCEMENT AT 16"o.c. FOR TYPICAL HORIZONTAL REINFORCING.
7. PROVIDE #9 TRUSS TYPE JOINT REINFORCEMENT AT 8"o.c. FOR TYPICAL HORIZONTAL REINFORCING AT PARAPET WALLS.
8. PROVIDE A MINIMUM OF 1" GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.

STEEL:

1. STRUCTURAL STEEL SHALL MEET THE LATEST AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
2. ALL STRUCTURAL STEEL TO MEET ASTM A992- f'y = 50ksi. ALL TUBING TO MEET ASTM A500, GRADE B - f'y = 46ksi.
3. WELDING SHALL CONFORM TO THE STANDARDS SET FORTH IN AWS PUBLICATION "WELDING IN BUILDING CONSTRUCTION".
4. ALL SHOP CONNECTIONS TO HAVE 3/16" FILLET WELDS MINIMUM UNLESS NOTED AS BOLTED CONNECTIONS.
5. ALL FIELD WELDS TO BE WITH E70XX ELECTRODES.
6. ALL ERECTION DRAWINGS SHALL SHOW ALL FIELD WELDS REQUIRED.
7. STRUCTURAL STEEL SHALL HAVE SP3 GRADE "POWER TOOL" CLEANING IN ACCORDANCE WITH THE STRUCTURAL STEEL PAINTING COUNCIL.
8. STRUCTURAL STEEL SHALL HAVE ONE COAT OF PRIMER.

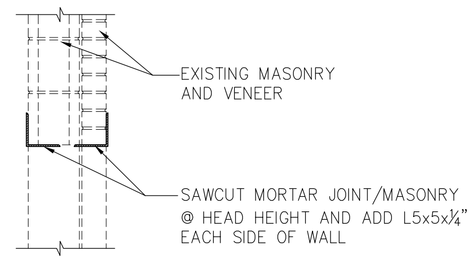


NEW OPENING PLAN
SCALE: 1/4"=1'-0"



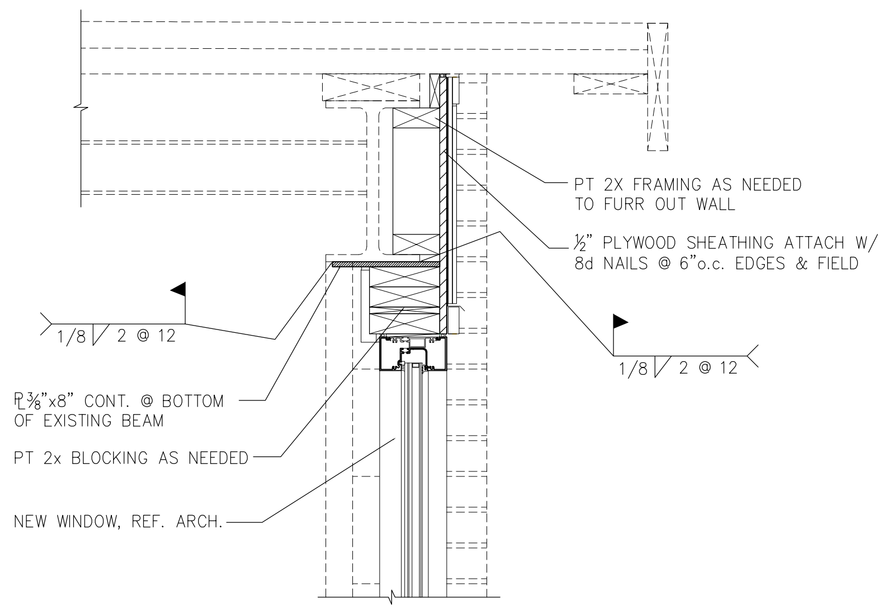
NEW ANGLES @ EXISTING MASONRY
SECTION 1 / S1.0
SCALE: 3/4"=1'-0"

NOTE: SAWCUT AND ADD (1) ANGLE, THEN SAWCUT OTHER SIDE



NEW ANGLES @ EXISTING MASONRY
SECTION 2 / S1.0
SCALE: 3/4"=1'-0"

NOTE: SAWCUT AND ADD (1) ANGLE, THEN SAWCUT OTHER SIDE



NEW WINDOWS IN EXISTING
SECTION 3 / S1.0
SCALE: 1 1/2"=1'-0"

BARTON & EDGAR ENGINEERING
3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942

DRAWN BY: CHE	DESIGNED BY: CHE	PROJECT #25248

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SEAL
ALABAMA LICENSED 3-5-25 No. 24034 PROFESSIONAL ENGINEER JOSEPH S. BARTON

NUMBER	REVISION DESCRIPTION
REVISION	

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: 08-06-2025

SHEET TITLE: STRUCTURAL PLANS & DETAILS

SHEET: S1.0

Addendum No. 1

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: CIP D7 Senior Center
Project # PR-049-25

Date: August 15, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 1, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Conference Agenda, the Pre-Bid Conference Attendance Roster, dated August 13, 2025, as part of Addendum No. 1.
Item 2. The roof replacement is part of a separate contract and should not be included with the bids for this project.
Item 3. The roof replacement was planned to be done before the interior, however, the roof replacement could be completed simultaneously with the construction of this project. In this case, the construction schedules will need to be coordinated.
Item 4. The building has had roof leaks in the past. All roof leaks have been patched (no current leaks). Damage from an old (repaired) roof leak was noted at the Pre-Bid meeting. The ceiling planks were damaged from the leak. A unit price has been added to the bid documents for replacing damaged wood planks in the project.
Item 5. The existing DX unit is to be turned over to the City of Mobile Facilities Department. All remaining items inside the building are to be demolished.

Forms and Specifications:

Item 1. Replace Index to Documents with Index to Documents, Addendum #1, dated August 15, 2025. Added Section 01220 Unit Prices, Addendum #1, dated August 15, 2025.
Item 2. Replace Section 04000 Bid Form with Section 00400 Bid Form, Addendum #1, dated August 15, 2025. Added Unit Price to Bid form.
Item 3. Added Section 01220 Unit Prices, Addendum #1, dated August 15, 2025.

Drawings: N/A

RFI's: N/A

END OF ADDENDUM NO. 1

PRE-BID CONFERENCE AGENDA
W/ MODIFICATIONS

FOR

CITY OF MOBILE PARK IMPROVEMENTS
CIP D7 SENIOR CENTER
6024 LORMA ROAD, MOBILE, ALABAMA 36608
CITY OF MOBILE PROJECT #PR-049-25
August 13, 2025 AT 9:00 am

Note: This Agenda is complimentary, for general use as an outline and for discussion during this meeting. Any errors, omissions, or clarifications shall be communicated to the Engineer for distribution. This Agenda does not attempt to be, nor represent, any recapitulation of Project requirements, and does not change or alter same in any respect; Changes, if any, will only be made by written Addendum.

1. Welcoming remarks. Reminder to sign in on sheet being circulated. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Name of Owner – City of Mobile
Project Manager – Elizabeth Miller
Engineering Consultant – Christina Marie, PE

3. Every General Contractor and every Subcontractor should read and be familiar with all of the "front-end" documents and all of Division 1 of the Project Manual, in addition to the work they are bidding and have to coordinate with.

4. Bid time, date, place – are indicated in the Advertisement for Bids; Sealed bids will be received and clocked in until 2:15 pm, Wednesday, the 27th day of August, 2025 ; bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bid will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza. It is the Contractors responsibility to make sure Bid is received prior to bid time or they will not be accepted.

5. Note that Advertisement and Instructions to Bidders should be read by each bidder. For insurance requirements refer to Invitation & Instructions to Bidders in the Project Manual. A Certificate of Insurance evidencing all the minimum requirements must be provided to and accepted by the City of Mobile prior to commencing on the contract.

6. Contractors shall use the Bid Form included in Project Manual, copies of which are furnished to each bidder with Bid Documents.

7. Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.

8. Addenda - Minutes of Mandatory Pre-Bid Conference, and any pertinent items discussed shall be issued as Addendum following the Mandatory Pre-Bid Conference. Addenda will be posted on the City of Mobile Bid Website under the Project. https://www.cityofmobile.org/bids/ Please check this website

for all Addenda prior to submitting your bid form.

9. Clarification will be made only by written Addenda posted on the City of Mobile website. Questions and Clarifications must be submitted in writing seven (7) days prior to bid.

10. When the Bid Documents identify three or more sources and the list of sources is not followed by “or approved equal” or similar wording, the bidder’s proposal shall be based upon one of the identified sources, unless the bidder obtains “Pre-bid Approval” of another source. Approval of substitutions, if granted, shall not be effective until published by the Engineer in an addendum to the Bid Documents. Requests for substitutions will only be considered seven (7) days prior to bid.

11. If there is a conflict, discrepancy, or confusion between the existing conditions, plans and specifications for work, materials or equipment and the Contractor does not receive written clarification from the Engineer prior to the opening of bids the Contractor shall include the better quality or greater quantity of work in his/her bid.

12. Bids must be submitted on the Bid Form as contained in the Bid Documents; only one copy is required to be submitted.

13. All information requested of the bidder on the Bid Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

14. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the total bid price, including the allowance if any, but in no event not more than $10,000.00. Bid Security shall be on the form of a Bid Bond or cashier’s check payable to the City of Mobile. No Bid Security is required on Bids less than $10,000.00.

15. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR D7 SENIOR CENTER – PROJECT NUMBER: (PR-049-25)”.

16. Performance Assurance and Insurance: The bidder to whom award is made shall provide a Performance Bond equal to 100% of the total Contract Amount (including the allowance) and a Labor and Material Bond equal to 100% of the total contract amount (including the allowance). The accepted Bidder shall also provide insurance as required in section 1.20
NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY OF MOBILE.

17. A valid City of Mobile business license for the duration of the contract period. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)

18. Bids may be delivered in person or by mail if ample time is allowed for delivery.

19. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids.

20. Alternates, if any, are listed in the Bid Form in the order in which they shall cumulatively add to from the base bid for determining the lowest bidder.

21. Bid Forms may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind.

22. Discussion of Scope of Work.
    a. Base Bid: The Work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.
    b. Add Alternate 1: Provide cost of Warming Kitchen equipment per design documents.

23. Completion Time for Project: Base Bid Completion Time: The Project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed**.** Time begins from date of Official Notice to Proceed.

24. There is a $30,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.

25. At the time the Contractor duly awarded the Bid receives the signed Contract and the Notice to Proceed, he shall submit a Schedule of Work Progress to the Architect which reasonably reflects the amount of time required for each Phase of Work and the deadline by which it can be expected that such phase of the Work shall be completed. This Schedule should accurately reflect the date for Substantial Completion, and take into consideration any reasonable contingencies.

26. The Contractor shall be responsible for all project safety. Neither the Engineer nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified. Safety barricades (as described in the contract documents) for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, etc. necessary shall be incidental to project.

27. Contractor shall have access to the site five days a week, 7:00 am until 5:00 pm unless approved differently by Project Manager.

28. Contractor shall keep an exceptionally clean site. The Community Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and Community Center staff.

29. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.

30. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.

31. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
    a. Storm and Wastewater:

i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

32. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

33. Parking for Contractors and their Subs and workers: Shall be coordinated with the Owner.

34. Traffic Control:
- Coordinate all construction activities with parties having jurisdiction.
- Particular attention shall also be paid to vehicular and pedestrian traffic and routing of such during project.

35. Meetings: Owner / Engineer / Contractor (OEC) Progress Meeting to be held per project requirements. Pre-Construction Conference will be held once a Contractor has been awarded the project and contract signed.

36. Liquidated Damages: Per Item II Invitation & Instructions to Bidders, 1.24 LIQUIDATED DAMAGES: for non-completion of the work within the time limited agreed upon will be assessed in the amount of actual damages to the Owner but in no event not more than $250.00 per day.

37. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.

38. Closing remarks / questions. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Elizabeth Miiller at elizabeth.miller@cityofmobile.org.

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	CIP D7 Senior Center PR-049-25	6024 Lorma Road, Mobile, Alabama 36608	Wednesday, August 13, 2025

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Elizabeth Miller	COM	251-208-7627		251-406-2678	elizabeth.miller@cityofmobile.org
JPayne	JPayne Org	2514541154			JoPayne@Live.com
Charles Green	Rogersdwillard	251-402-039			Cgreen@rogerswillard.com
John Edge	Reehlco GC	251-769-2719			johnedge@reehlco.com
PHILLIP DeKeyser	Bienville CS	251.220.4406			phillip@BienvilleCS.com
CHRISTY MARIE	Jaguar Consulting	2514559189			Jaguarengineers@ymail.com
Keith Bradley	C.O.M.	251-374-6235			Keith.Bradley@CityofMobile.ORG

INDEX TO DOCUMENTS
ADDENDUM #1, DATED AUGUST 15, 2025

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
  - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement between City of Mobile and Contractor for a Stipulated Sum (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens
    - AIA document G706A
  - Consent of Surety to Final Payment
    - AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- ***Section 01220 Unit Prices***
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- Section 017823 Operation and Maintenance Data
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
- Section 02400 Demolition and Structure Moving

CIP D7
Senior Center
PR-049-25

DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC
Section 06100 Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 07260 Vapor Retarders
Section 07920 Joint Sealants

DIVISION 8 DOORS AND WINDOWS
Section 08110 Non-security Steel Doors and Frames
Section 08711 Door Hardware

DIVISION 9 FINISHES
Section 09900 Paintings and Coatings

DIVISION 10 SPECIALTIES
Section 10280 Toilet Accessories
Section 10431 Sign
Section 10525 Fire Extinguishers

DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24 ELECTRICAL

DRAWINGS:

T1.0 Overall Title Sheet
BCS1 Architectural Building Code Summary
LSP1 Architectural Life Safety Plan & Analysis
AS1 Architectural Site Plan - Existing
A1.1 Architectural Plans - Notes & Schedules
A2.1 Architectural Interior Elevations & Details
A2.2 Architectural Interior Elevations & Details
A3.1 Architectural Sections & Details
A4.1 Architectural Signage & Furniture, Fixture & Equipment
A5.1 Architectural Door & Window Schedules
P1.0 Plumbing Schedules and Notes
P2.0 Plumbing Demo Plan
P2.1 Plumbing New Work Plan
P3.0 Plumbing Details
M1.0 HVAC Schedules And Notes
M2.0 HVAC Demo Plan
M2.1 HVAC New Work Plan
M3.0 HVAC Details
E1.0 Electrical Legend & Specifications
E2.0 Electrical Lighting Plans
E2.1 Electrical Schedules & Details
E3.0 Electrical Power Plans
S1.0 Structural Plans & Details

SECTION 00400

BID FORM
ADDENDUM #1, DATED AUGUST 15, 2025

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-049-25
PROJECT NAME: CIP D7 Senior Center
PROJECT LOCATION: 6024 Lorma Road
Mobile, Alabama, 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Jaguar Consulting, LLC, dated August 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: **$ _____ .00**

Contingency Allowance: **+ $ 30,000.00**

Total Base Bid: **$ _____ .00**
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ **_____ .00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Provide cost of Warming Kitchen equipment.

_____ Dollars & No Cents $_____ .00
Amount in Words Amount in #'s

Unit Price #1: Provide and install dimension body (matching existing) x 8 feet long wood plank, for replacement of damaged ceiling planks. Includes removal and replacement of damaged wood planks and all other necessary construction components for installation.

$_____ LF

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $30,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing

work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

SECTION 01220
UNIT PRICES
ADDENDUM #1, DATED AUGUST 15, 2025

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Measurement.
2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Provide and install dimension body (matching existing) x 8 feet long wood plank, for replacement of damaged ceiling planks. Includes removal and replacement of damaged wood planks and all other necessary construction components for installation.
1. Unit of measure: Per Each.
2. Basis of payment:
a. Contract Sum to be based on quantities material provided and installed.
b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

Addendum No. 2

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: CIP D7 Senior Center
Project # PR-049-25

Date: August 19, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Clarifications:

Item 1. The existing interior panels are to be completely removed.

Item 2. Use existing conduit where feasible (i.e. concealed in walls) - all surface mounted conduit (new and existing) is to be painted to match surface on which it is installed. Box covers are to be labeled on the interior of cover.

Forms and Specifications: N/A

Drawings: N/A

RFI's:

Question 1. In order to finalize a proposal for Builder's Risk insurance required by the Contract we will need the following information:

1. Year Built
2. Type of Roof
3. Approximate Monetary value of the building

Answer 1. Below is the requested information for the Builder's Risk insurance

1. Building was bult in 1958
2. It has a built-up roof (BUR).
3. The approximate value is $375,000.

END OF ADDENDUM NO. 2

Addendum No. 3

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: CIP D7 Senior Center
Project # PR-049-25

Date: August 26, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Clarifications:

Item 1. The Kitchen Equipment Schedule "Procurement" column labels are incorrect and should be revised as follows:

Key No. 01_BASE BID
Key No. 02_ADD ALT #1
Key No. 03_ADD ALT #1
Key No. 04_ADD ALT #1
Key No. 05_ADD ALT #1
Key No. 06_BASE BID
Key No. 07_BASE BID
Key No. 08_BASE BID
Key No. 09_BASE BID
Key No. 10_BASE BID
Key No. 11_BASE BID

Forms and Specifications: N/A

Drawings: N/A

RFI's:

Question 1. Please confirm that marine insurance is not applicable. City of Mobile Contract VII.F.10-12. If Marine insurance is required, please confirm that the costs related to this coverage are to be in included in the base proposal.

Answer 1. Per the Project Manual, Marine insurance is required if applicable, which is only when working within 5 feet of water.

Question 2. Please verify that the contractual liability provisions are to remain as issued. Standard commercial liability policies do not cover this and there will be additional costs to address this language. If the language is to remain as written, please confirm the additional costs to provide the coverage are to be included in the base proposal.

Answer 2. Insurance requirements are as defined by the Project manual, see attached Sample COI (also included in the PM)

Question 3. Please verify that the contractual liability provisions are to remain as issued. Standard commercial liability policies do not cover this and there will be additional costs to address this language. If the language is to remain as written, please confirm the additional costs to provide the coverage are to be included in the base proposal.

Answer 3. Insurance requirements are as defined by the Project manual.

Attachments: Sample COI

END OF ADDENDUM NO. 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Numb

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY:	Neel-Schaffer, Inc.
PROJECT NAME:	Sidewalks Along Dauphin Island Parkway Between Old Military Road and I-10
PROJECT NO:	2025-2060-05
AMOUNT:	$38,006.10

Adopted:

_____
City Clerk

_____
Date

DESIGN PROFESSIONAL CONTRACT

CITY OF MOBILE

CONSTRUCTION ENGINEERING & INSPECTION FOR SIDEWALKS ON DAUPHIN ISLAND PARKWAY BETWEEN OLD MILITARY RD AND I-10
TAPAA-TA17(938)

PROJECT NO. 2025-2060-05

ENGINEER:

NEEL-SCHAFFER, INC.

REV.04/01/2025

STATE OF ALABAMA CITY OF MOBILE

DESIGN PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **NEEL-SCHAFFER, INC.** (hereinafter called the "ENGINEER").

This CONTRACT, including its Exhibits, attached hereto, all incorporated herein, represents the entire CONTRACT between ENGINEER and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this CONTRACT. ENGINEER and City acknowledge having read and understood this CONTRACT and hereby agree to be bound by its terms and conditions.

WHEREAS, **NEEL-SCHAFFER, INC**. is uniquely qualified in the business of professional construction engineering and inspection, material sampling, and contract administration.

WHEREAS, the City of Mobile desires to engage **NEEL-SCHAFFER, INC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the CONTRACT.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is NEEL-SCHAFFER, INC.

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section II. herein.

PROJECT – TAPAA-TA17(938) SIDEWALKS ON DAUPHIN ISLAND PARKWAY BETWEEN OLD MILITARY ROAD AND I-10, City of Mobile Project No. 2025-2060-05. This is for construction engineering and inspection, material sampling, and contract administration for the construction of sidewalk ramps, driveways, sidewalks, pedestrian signal heads, etc. along Dauphin Island Parkway between Old Military Rd and I-10. **This is for construction engineering and inspection, material sampling, and contract administration for the Local Public Agency (LPA) process required by ALDOT.**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. SCOPE OF SERVICES TO BE PERFORMED

The PROJECT will require some or all of the following tasks, which shall be performed upon the issuance of a Notice to Proceed:

1. Pre-Construction Conference

   The ENGINEER shall conduct a Pre-construction conference with the CITY STAFF, the Contractor, ALDOT, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

2. Quality Assurance

   ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

3. Compliance with Plans and Specifications

   The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

   a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for the maintenance of the line and grade stakes.

   b. The ENGINEER shall inform and coordinate with ALDOT, to perform materials testing and associated services.

   c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with ALDOT.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

4. Field Design and Project Inspection

a. Based upon actual field conditions, the ENGINEER will make design adjustments to best fit the sidewalk at the proposed locations. Design adjustments shall include amending the cross slope, grades, and tie-ins.

b. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the INSPECTOR's qualifications in written format to the CITY TRAFFIC ENGINEER prior to the start of construction. The CITY TRAFFIC ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

c. The CITY reserves the right to require replacement of any inspector considered to be unqualified for the work. The duty of the inspector is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the inspector or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

d. The CITY TRAFFIC ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

e. ALDOT to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

f. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY TRAFFIC ENGINEER.

g. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, materials sources, and devices with special acceptance requirements.

h. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished by location each day.

i. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the project must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

j. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY TRAFFIC ENGINEER for review and administrative approval.

k. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the project to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The project shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

l. When all pay items have been completed; the ENGINEER shall hold a semifinal review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the project. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the project will be submitted to the CITY TRAFFIC ENGINEER.

m. Upon written certification by the ENGINEER that the project has been completed in accordance with the contract documents, the CITY TRAFFIC ENGINEER will conduct a final review. Following the CITY TRAFFIC ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for project maintenance. A copy of the said notification will be provided to the CITY TRAFFIC ENGINEER.

n. All final quantities shall be prepared and all necessary supporting information shall be submitted to the CITY TRAFFIC ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for project closeout as outlined in EXHIBIT C.

5. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the

PROJECT construction. A monthly time report shall be submitted to the CITY TRAFFIC ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY TRAFFIC ENGINEER. At this time, the CITY TRAFFIC ENGINEER will intervene and resolve the dispute. The CITY TRAFFIC ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

6. As Built Plans and Final Quantities

ENGINEER shall provide "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY TRAFFIC ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by a registered Professional Engineer licensed in the State of Alabama.

All final quantities and necessary supporting information shall be prepared and submitted with the "As Built" plans to the CITY TRAFFIC ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for project closeout as outlined in EXHIBIT A.

III. TERM OF AGREEMENT

The Services are to be performed as of the date of execution by and between the Parties and continuing through September 30, 2028. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

IV. COMPENSATION

A. Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services shall be made ***only*** in return for work actually performed toward completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this CONTRACT as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEERING DIRECTOR.

B. The City shall pay the ENGINEER for the services rendered hereunder and completed in accordance with the terms and conditions of this CONTRACT an amount not to exceed thirty eight thousand and six and 10/100 dollars ($38,006.10) for the entire Project in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. If the contract price includes a contingency amount for unanticipated work within the scope of the CONTRACT and may only be authorized at the discretion of the City's TRAFFIC ENGINEERING DIRECTOR.

C. Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the CITY.

D. For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

1. Direct Salary and Wages – Actual salary and wages paid to personnel while actually engaged in the performance of the work. All payments to the ENGINEER for professional engineering services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work

related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 136.71 percent (for Fiscal Year Ending 12-31-2023) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is .01 percent (for Fiscal Year Ending 12-31-2023) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the CONTRACT unless revised by Supplemental Agreement.

4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

5. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 1 times the regular billing rate.

6. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed thirty eight thousand and six and 10/100 dollars ($38,006.10)

E. Failure to perform professional services shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

F. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.

G. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.

H. The ENGINEER'S invoices shall be in a form satisfactory to the TRAFFIC ENGINEERING DIRECTOR who shall initiate disbursements. The ENGINEER is responsible for providing all necessary documentation that may be required by the City.

I. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENIGNEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

J. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. ADDITIONAL SERVICES

If the City's TRAFFIC ENGINEERING DIRECTOR requires the ENGINEER to perform additional services related to this CONTRACT then the ENGINEER shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this CONTRACT by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this CONTRACT is executed by the City and the ENGINEER. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the ENGINEER, the ENGINEER shall not be entitled to additional compensation.

VI. LIABILITY OF ENGINEER

The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall

be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

ENGINEER shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this CONTRACT.

VIII. RESPONSIBILITIES OF THE ENGINEER

A. The personnel assigned by the Engineer to perform the services of this CONTRACT shall comply with the terms set forth in this CONTRACT. The Engineer shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Engineer's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Engineer agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Engineer warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Engineer), to solicit or secure this CONTRACT and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this CONTRACT.

D. The Engineer shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

E. The Engineer shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this CONTRACT which shall be available and accessible at the Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

F. The Engineer is, and shall be, in the performance of all work, services and activities under this CONTRACT, an independent engineer. Engineer is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the Engineer's sole direction, supervision and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the City shall

be that of an independent engineer and not as employees of the City. The Engineer shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The Engineer specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this CONTRACT. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Engineer all applicable information and technical data in City's possession or control reasonably requested by Engineer for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this CONTRACT, including, but not limited to: 1. Review of all Engineer payment requests for approval or rejection. 2. Periodic reviews of the work of the Engineer as necessary for the completion of the Engineer's services during the period of this CONTRACT.

D. The City shall not provide any services to the Engineer in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are

not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER's work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER's work not delivered or performed as represented in the ENGINEER's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER's failure or refusal to perform any other obligation under this Contract.

XII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this CONTRACT will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper

subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Engineer agrees to waive all rights to trial by jury for any litigation undertaken concerning this CONTRACT.

E. This CONTRACT and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Engineer shall be required to continue its services and all other obligations under this CONTRACT during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. WARRANTY

A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this CONTRACT, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the CONTRACT, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to ENGINEER as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, ENGINEER agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XIV. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the ENGINEER, require the ENGINEER to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the ENGINEER. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The ENGINEER shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.

B. In the event the City determines to not direct the ENGINEER to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section

XIV A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the ENGINEER to resume work within ninety (90) days, the ENGINEER may terminate this Contract.

XV. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the TRAFFIC ENGINEERING DIRECTOR or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile c/o Traffic Engineering Director
As: City's Authorized Agent
852 Gayle Street Mobile AL

ENGINEER:
Neel-Schaffer, Inc.
c/o Anthony Fresolone
As: ENGINEER's Authorized Agent
5 Dauphin Street, Suite 200
Mobile, AL 36602

C. Any change in the City's Department Head or the ENGINEER's Representative will be promptly communicated by the party making the change.

XVI. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or noncompliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-

frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVII. EFFECT OF DEFAULT

Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue ENGINEER for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by ENGINEER and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving ENGINEER written notice of such termination. In the event of termination of this CONTRACT by the City because of the ENGINEER's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the ENGINNER and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVIII. WITHHOLDING PAYMENT DUE

Default by ENGINEER shall excuse any obligation of City to pay compensation or sums otherwise due to the ENGINEER under the CONTRACT. City may withhold any and all sums due if there has been a default or breach by ENGINEER of any provision of this CONTRACT.

XIX. CURE PLAN

If ENGINEER fails to comply with any material provision of this CONTRACT, the City may issue a written notice requiring ENGINEER to submit a corrective action plan (CAP) within such time as City directs. If ENGINEER fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this CONTRACT.

XX. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

Failure by the ENGINEER to perform in accordance with the terms, conditions, and specifications of this CONTRACT, including but not limited to failure to complete work within

the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the ENGINEER's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXI. PEER REVIEW/VALUE ENGINEERING

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. ENGINEER shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, ENGINEER shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXII. ANTI-BOYCOTT

ENGINEER agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIII. NON-DISCRIMINATION

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all engineers performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXIV. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER employs one or more employees within the State of Alabama, ENGINEER shall provide documentation establishing that ENGINEER is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

XXV. MISCELLANEOUS

A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the

subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

B. The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this CONTRACT be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this Contract.

E. The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

F. If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or exhibits hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate.

The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire Agreement. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.

Q. Amendment and Waiver. This CONTRACT may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this CONTRACT shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this CONTRACT or the license

or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this CONTRACT or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

W. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXVI. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Engineer, NEEL-SCHAFFER, Inc.

BY: _____ Date: 8/1/2025

Its Authorized Agent

Print Name: Lance Taylor

ACKNOWLEDGEMENT

State of Alabama }
County of Jefferson }

I, Stephenie Griffith the undersigned Notary Public, in and for said county and state, hereby certify that Lance Taylor [Individual's Name] whose name as Vice President [Title] of the Neel-Schaffer [Corporation's Name], a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 1st day of August, 2025

Stephenie Griffith
Notary Public
Print Stephenie Griffith
My commission expires: 1/25/2027 (Seal)

STEPHENIE GRIFFITH
Notary Public, Alabama State at Large
My Commission Expires 01/25/2027

CITY OF MOBILE, A Municipal Corporation

BY: Date: _____

_____

William S. Stimpson, Mayor

ATTEST:

Date: _____

_____

City Clerk

EXHIBIT A: PROJECT CLOSEOUT CHECKLIST

EXHIBIT A: PROJECT CLOSEOUT CHECKLIST

The following items must be **UPLOADED TO E-BUILDER** for the CITY for project closeout:

- Engineers Field Book
- Pictures of project site before, during & after construction
- As-built Drawings
- Inspector's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation o Documents showing final quantities & payment o Product Specifications, if applicable
- All Haul Tickets o Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Certified Payroll documentation
- CADD files of drawings
- Pdf's of drawings

EXHIBIT B: FEE SCHEDULE

Exhibit B

Project No. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military

Construction Engineering & Inspection Proposal
April 15, 2025

N-S Project #

Construction Cost: $271,558
Contract Time: 40 Working Days

Classification	Hours	Billed Pay Rate	Total
Project Manager	40.00	$68.59	$2,743.60
Level II Inspector	399.00	$25.50	$10,174.50
Level II Inspector (Office)	40.00	$24.00	$960.00
	Total Direct Labor Cost		$13,878.10
	Overhead and Labor Additive (136.71%)		$18,973.00
	Labor Expense Subtotal		$32,851.10
	Total Direct Expenses(Vehicle)		$1,700.00
	Subconsultants		
	Subtotal Subconsultant Expense		$0.00
	Subconsultant Administration (5%)		$0.00
	Profit (10% labor, overhead, expenses)		$3,455.00
	FCCM (0.01% of Direct Labor)		$0.00
	Total Fee		**$38,006.10**

EXHIBIT C: INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** 770.756.6599 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED NEELINC Neel-Schaffer, Inc. 4450 Old Canton Road Suite 100 Jackson MS 39211	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Everest National Insurance Company 10120 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2081172292 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL6360655	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA5774685	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			XC3EX00730251	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013265767 (AOS) WC013265768 (CA)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	Professional Liability incl. Pollution Liability			AAEP000499251	8/1/2025	8/1/2026	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: All for City of Mobile

City of Mobile, Alabama are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER

City of Mobile, Alabama
205 Government Street
Mobile AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachelor

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EXHIBIT D: E-VERIFY DOCUMENTS

Company ID Number: 2109241

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Neel-Schaffer, Inc (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending

work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

   a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

   b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires

of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site www.E-Verify.gov and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect

system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/ mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect

the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services Employer,

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Neel-Schaffer, Inc	
Name (Please Type or Print) Anna M Chapman	Title
Signature Electronically Signed	Date 03/21/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/21/2023

Company ID Number: 2109241

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Neel-Schaffer, Inc
Company Facility Address	4450 Old Canton Rd Ste 100 Jackson, MS 39211
Company Alternate Address	
County or Parish	HINDS
Employer Identification Number	640671634
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	41 site(s)

Company ID Number: 2109241

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	2
FL	4
GA	1
LA	6
MS	19
SC	1
TN	3
TX	5

Company ID Number: 2109241

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Anna M Chapman
Phone Number	2052531670
Fax	
Email	Anna.chapman@neel-schaffer.com

Name	Teresa J Clay
Phone Number	6013512779
Fax	
Email	teresa.clay@neel-schaffer.com

Company ID Number: 2109241

This list represents the first 20 Program Administrators listed for this company.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Alamo Group Texas LLC for two Alamo 88 in super-heavy-duty rear-mount flail mowers for Public Services.

Amount of Contract:
$24,214.36

Funding Source
General fund.

ATTACHMENTS:
1. 20250929 Beard Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Alamo Group Texas LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Alamo Group Texas LLC for two Alamo 88 in super-heavy-duty rear-mount flail mowers for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,214.36

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, at price below state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26014	2025	(F7000) MOTOR POOL	2 ALAMO 88IN SUPER-HEAVY-DUTY REAR-MOUNT FLAIL MOWERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, AT PRICE LESS THAN STATE CONTRACT)	$24,214.36	(299935) ALAMO GROUP TEXAS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026014-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ALAMO GROUP TEXAS LLC	MOTOR POOL - ATTN: ADAM LYNN
1502 E. WALNUT ST.	770 GAYLE STREET
	MOBILE, AL 36604
SEGUIN, TX 78155	AGEET@CITYOFMOBILE.ORG
Tel#8303729637	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	299935				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FLAIL MOWER AS SPECIFIED: ALAMO FLAIL MOWER 88" MODEL 88" SHD PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE MUNICIPAL GARAGE AS PER SOURCEWELL CONTRACT 032525-AGI AND YOUR QUOTE DATED 9-15-2025 Q-091825-28 Additional Description Notes --- FLAIL MOWER AS SPECIFIED: ALAMO FLAIL MOWER 88" CAPABLE OF CUTTING GRASS, WEEDS & BRUSH AS REQUESTED BY 2086-PSM	2.00 EACH	12107.18000	24214.36
1	1000.40.20.2070.2086.2070.0000.0000.45040.			24214.36

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00026014-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
ALAMO GROUP TEXAS LLC	MOTOR POOL - ATTN: ADAM LYNN
1502 E. WALNUT ST.	770 GAYLE STREET
	MOBILE, AL 36604
SEGUIN, TX 78155	AGEET@CITYOFMOBILE.ORG
Tel#8303729637	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	299935				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			24214.36

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	24214.36	1025993.52
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/25/25	JOHN PAINE	GL Allocation changed
Approved	09/26/25	MATTHEW ANDERSON	
Approved	09/26/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	09/26/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/16/25	SHONNDA SMITH	
Approved	06/16/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/26/25	MATTHEW ANDERSON	
Approved	09/26/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	09/26/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/26/25	DONALD ROSE	Automatic Forward to 9105paij
Queued	09/26/25	SANDRA LEWIS	Automatic Forward to 9105paij
Queued	09/26/25	STEVEN KRONINGER	Automatic Forward to 9105paij
Queued	09/26/25	SAMANTHA COOLEY	Automatic Forward to 9105paij
Queued	09/26/25	ANNE FOLEY	Automatic Forward to 9105paij
Queued	09/26/25	JOHN PAINE	Automatic Forward to 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00026014-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
ALAMO GROUP TEXAS LLC	MOTOR POOL - ATTN: ADAM LYNN
1502 E. WALNUT ST.	770 GAYLE STREET
	MOBILE, AL 36604
SEGUIN, TX 78155	AGEET@CITYOFMOBILE.ORG
Tel#8303729637	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	299935				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Signature

Alamo Group Texas LLC | Tiger

Road right-of-way equipment

#032525-AGI
Maturity Date: 5/15/2029
Website: tigermowers.com/

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 032525-AGI-1 gives access to the following types of goods and services:

- Tractor and mower turnkeys
- Truck mounted mowers
- Boom mowers
- Rotary mowers
- Flail mowers
- Flail, rotary, and specialty heads
- 3-Point hitch mowers
- Wide-area flail mowers
- Flex-wing rotary mowers
- Wheel loader boom mowers
- Excavator attachments

Locate your local dealer or representative
(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
tigermowers.com/awarded-contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Altec Industries Inc for Altec tracked, 90ft, telescopic, articulating, aerial truck for Urban Forestry.

Amount of Contract:
$187,157.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Altec Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Altec Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Altec Industries Inc for Altec tracked, 90ft, telescopic, articulating, aerial truck for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $187,157.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5996

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:
Low bid did not meet height spec.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26466	2025	(F7000) MOTOR POOL	ALTEC TRACKED 90FT TELESCOPIC ARTICULATING AERIAL TRUCK FOR URBAN FORESTRY (SEALED BID 5996)	$187,157.00	(013850) ALTEC INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRACKED MANLIFT WITH 90 FT WORKING HEIGHT AERIAL-STANDARD: 90FT WORKING HEIGHT UP TO 50FT LATERAL REACH DOUBLE TELESCOPIC UPPER BOOM 90 DEGREE INDEPENDENTLY ARTICULATING JIB 180 DEGREE BASKET ROTATION (PLUS OR MINUS 90 DEGREE EACH WAY) 400 DEGREE NON-CONTINUOUS BOOM ROTATION WIRED CONTROL PANEL IN BASKET W/2 JOYSTICKS W/SINGLE HANDED CAPABILITY, FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. JOYSTICKS ELIMINATE THE NEED FOR A SEPARATE DEADMAN SWITHC. OUTRIGGERS-STANDARD AUTOMATIC OUTRIGGER SELF LEVELING MULTI-POSITION OUTRIGGERS IN WIDE/NARROW FOOTPRINTS FOUR (4) SPECIALLY DESIGNED SLIDING OUTRIGGER PADS HEAVY-DUTY OUTRIGGER PISTON PROTECTIVE COVERS CHASSIS-STANDARD WIRELESS REMOTE CONTROL W/COLOR SCREEN FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS,TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. CABLE TO CONNECT	1.00 EACH	187157.00000	187157.00

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WIRELESS REMOTE IN CASE OF A PROBLEM W/WIRELESS SYSTEM RADIO REMOTE CONTROL STORAGE BOX AND BUILT IN BATTERY CHARGER FOR RADIO REMOTE LITHIUM BATTERIES REMOTE CONNECTION KIT (ALL ACCESS CAN CONNECT TO MACHINE REMOTELY IF UNSECURED WIFI IS SHARED WITH MACHINE) TWO (2) LITHIUM BATTERIES AND BUILT IN CHARGER FOR RADIO REMOTE CONTROL TRACKS-STANDARD BLACK RUBBER TRACKS (SET) VERTICALLY AND HORIZONTALLY HYDRAULICALLY ADJUSTABLE TRACKS ABILITY TO RAISE BASKET & JIB UP OUT OF THE WAY WHILE DRIVING THE TRACKS POWER-STANDARD KUBOTA D902 DIESEL ENGINE 24V BATTERY BACKUP ELECTRIC PUMP(INTERMITTENTLY USE THE 24V BATTERY TO OPERATE ALL FUNCTIONS) PLATFORM-STANDARD REMOVABLE SINGLE MAN 24"x 24" FIBERGLASS BASKET EQUIPPED W/BASKET QUICK CONNECT BRACKET AND VINYL FIBERGLASS BUCKET COVER W/TETHER OTHER-STANDARD 1 & 3 YEARS WARRANTY-1 YR "BUMPER TO BUMPER" AND 3 YRS ON CERTAIN COMPONENTS. UNLIMITED USE HOURS. DETAILED OWNERS MAINTENANCE AND USE MANUAL, INCLUDING PARTS AND			

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SERVICE DIAGRAMS ONE (1) FALL ARREST SAFETY HARNESS VENDOR TO PROVIDE TEUPEN MODEL #TC89AJPLUS AS PER MY BID #5996 AND YOUR QUOTE Additional Description Notes --- 90 HD ARBOR PRO (SPIDER LIFT) AS FOLLOWS: AERIAL-STANDARD: 90FT WORKING HEIGHT UP TO 50FT LATERAL REACH DOUBLE TELESCOPIC UPPER BOOM 90 DEGREE INDEPENDENTLY ARTICULATING JIB 180 DEGREE BASKET ROTATION (PLUS OR MINUS 90 DEGREE EACH WAY) 400 DEGREE NON-CONTINUOUS BOOM ROTATION WIRED CONTROL PANEL IN BASKET W/2 JOYSTICKS W/SINGLE HANDED CAPABILITY, FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. JOYSTICKS ELIMINATE THE NEED FOR A SEPARATE DEADMAN SWITHC. OUTRIGGERS-STANDARD AUTOMATIC OUTRIGGER SELF LEVELING MULTI-POSITION OUTRIGGERS IN WIDE/NARROW FOOTPRINTS FOUR (4) SPECIALLY DESIGNED SLIDING OUTRIGGER PADS HEAVY-DUTY OUTRIGGER PISTON PROTECTIVE COVERS CHASSIS-STANDARD WIRELESS REMOTE CONTROL W/COLOR SCREEN FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS,TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. CABLE TO CONNECT WIRELESS REMOTE IN CASE OF A PROBLEM W/WIRELESS SYSTEM			

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 4

Vendor	Ship To
ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	RADIO REMOTE CONTROL STORAGE BOX AND BUILT IN BATTERY CHARGER FOR RADIO REMOTE LITHIUM BATTERIES REMOTE CONNECTION KIT (ALL ACCESS CAN CONNECT TO MACHINE REMOTELY IF UNSECURED WIFI IS SHARED WITH MACHINE) TWO (2) LITHIUM BATTERIES AND BUILT IN CHARGER FOR RADIO REMOTE CONTROL TRACKS-STANDARD BLACK RUBBER TRACKS (SET) VERTICALLY AND HORIZONTALLY HYDRAULICALLY ADJUSTABLE TRACKS ABILITY TO RAISE BASKET & JIB UP OUT OF THE WAY WHILE DRIVING THE TRACKS POWER-STANDARD KUBOTA D902 DIESEL ENGINE 24V BATTERY BACKUP ELECTRIC PUMP(INTERMITTENTLY USE THE 24V BATTERY TO OPERATE ALL FUNCTIONS) PLATFORM-STANDARD REMOVABLE SINGLE MAN 24"x 24" FIBERGLASS BASKET EQUIPPED W/BASKET QUICK CONNECT BRACKET AND VINYL FIBERGLASS BUCKET COVER W/TETHER OTHER-STANDARD 1 & 3 YEARS WARRANTY-1 YR "BUMPER TO BUMPER" AND 3 YRS ON CERTAIN COMPONENTS. UNLIMITED USE HOURS. DETAILED OWNERS MAINTENANCE AND USE MANUAL, INCLUDING PARTS AND SERVICE DIAGRAMS ONE (1) FALL ARREST SAFETY HARNESS AS REQUESTED BY 2018-URBAN FORESTRY			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			187157.00

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 5

Vendor	Ship To
ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 187157.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	187157.00	25332.58

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	187157.00	918123.94

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	06/26/25	SHONNDA SMITH	
Approved	06/26/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 6

Vendor	Ship To
ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/27/25	BRENDA RHODES			
	Approved	06/27/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/27/25	RELYA MALLORY		Auto approved by: 910511034	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Queued	09/29/25	SHONNDA SMITH		Automatic Forward to 9105paij	
	Queued	09/29/25	CHERI BOUCHER		Automatic Forward to 9105paij	
	Pending		BRENDA RHODES		Automatic Forward to 9105paij	
	Pending		TIFFANY HOLLINS		Automatic Forward to 9105paij	
	Pending		RELYA MALLORY		Automatic Forward to 9105paij	
	Pending		DONALD ROSE		Automatic Forward to 9105paij	
	Pending		SANDRA LEWIS		Automatic Forward to 9105paij	
	Pending		STEVEN KRONINGER		Automatic Forward to 9105paij	
	Pending		SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Pending		ANNE FOLEY		Automatic Forward to 9105paij	
	Pending		JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5996
TRACKED MANLIFT WITH 90' WORKING HEIGHT

VENDOR	Vermeer Southeast	Altec	Thompson Tractor Co.
MAKE	CTE 270/88	Teupen TC89AJ Plus	JLG X1000AJ
WORKING HEIGHT	88-FT Working Height	90-FT Working Height	105-FT Working Height
DELIVERY	---	90 Days	---
PRICE	$182,492.15	$187,157.00	$360,207.59

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	**5996**	**Motor Pool**	**To Be Specified**

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, September 26, 2025**

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRACKED MANLIFT WITH 90' WORKING HEIGHT** 2025 or newer 90' working height tracked manlift as per the following and and attached specifications. CMC Arbor Pro 90HD+ or equal. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) tracked manlift with 90' working height. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRACKED 90 FT AERIAL LIFT

90FT WORKING HEIGHT

50FT LATERAL REACH

DOUBLE TELESCOPIC UPPER BOOM

90 DEGREE INDEPENDENTLY ARTICULATING JIB

180 DEGREE BASKET ROTATION (PLUS OR MINUS 90 DEGREE EACH WAY)

400 DEGREE NON-CONTINUOUS BOOM ROTATION

WIRED CONTROL PANEL IN BASKET W/2 JOYSTICKS W/SINGLE HANDED CAPABILITY, FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION.

OUTRIGGERS

AUTOMATIC OUTRIGGER SELF LEVELING

MULTI-POSITION OUTRIGGERS IN WIDE/NARROW FOOTPRINTS

FOUR (4) SPECIALLY DESIGNED SLIDING OUTRIGGER PADS

HEAVY-DUTY OUTRIGGER PISTON PROTECTIVE COVERS

CHASSIS

WIRELESS REMOTE CONTROL W/COLOR SCREEN FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION.

CABLE TO CONNECT WIRELESS REMOTE

RADIO REMOTE CONTROL STORAGE BOX AND BUILT IN BATTERY CHARGER FOR RADIO REMOTE LITHIUM BATTERIES

REMOTE CONNECTION KIT (ALL ACCESS CAN CONNECT TO MACHINE REMOTELY IF UNSECURED WIFI IS SHARED WITH MACHINE)

TWO (2) LITHIUM BATTERIES AND BUILT IN CHARGER FOR RADIO REMOTE CONTROL

TRACKS-STANDARD

BLACK RUBBER TRACKS (SET)

VERTICALLY AND HORIZONTALLY HYDRAULICALLY ADJUSTABLE TRACKS

ABILITY TO RAISE BASKET & JIB UP OUT OF THE WAY WHILE DRIVING THE TRACKS

POWER-STANDARD

KUBOTA OR EQUAL DIESEL ENGINE

24V BATTERY BACKUP ELECTRIC PUMP(INTERMITTENTLY USE THE 24V BATTERY TO OPERATE ALL FUNCTIONS)

PLATFORM-STANDARD

REMOVABLE SINGLE MAN 24"x 24" FIBERGLASS BASKET EQUIPPED W/BASKET QUICK CONNECT BRACKET AND VINYL FIBERGLASS BUCKET COVER W/TETHER

OTHER-

1 YEAR WARRANTY-1 YR "BUMPER TO BUMPER" AND 3 YRS ON CERTAIN COMPONENTS. UNLIMITED USE HOURS.

DETAILED OWNERS MAINTENANCE AND USE MANUAL, INCLUDING PARTS AND SERVICE DIAGRAMS

ONE (1) FALL ARREST SAFETY HARNESS

BASKET HEIGHT (ALUMINUM BASKET IS REMOVABLE, VARIATIONS AVAILABLE).....43”

BASKET WIDTH . . . . . 27”

BASKET LENGTH . . . . . 48”

TOTAL LENGTH . . . . . 22’

3” LENGTH WITHOUT BASKET. . . . . 19’

10” HEIGHT IN TRANSPORT POSITION (TRACKS IN). . . . . 77”

HEIGHT IN TRANSPORT POSITION (TRACKS EXTENDED). . . . . 85”

TOTAL WIDTH (W/O BASKET, TRACKS IN). . . . . 35”

TOTAL WIDTH (W/O BASKET, TRACKS EXTENDED). . . . . 55”

FREE HEIGHT FROM THE GROUNG. . . . . 15”

TRACKS (LxW). . . . . 69” x 10”

OUTRIGGER SPREAD LENGTH IN NARROW POSITION. . . . . 21’ 8”

OUTRIGGER SPREAD WIDTH IN NARROW POSITION . . . . . 8’ 7”

OUTRIGGER SPREAD LENGTH IN WIDE POSITION. . . . . 17' 1"

OUTRIGGER SPREAD WIDTH IN WIDE POSITION . . . . . 14' 5"

OUTRIGGER SPREAD WIDE TO NARROW POSITION. . . . . 11' 9"

OUTRIGGER FOOT DIAMETER . . . . . 9 1/2"

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to ATFM, Inc for 23 Axis Q6020-E 5MP network cameras for Public Safety.

Amount of Contract:
$36,098.96

Funding Source
General fund.

ATTACHMENTS:
1. 20250929 ATFM Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to ATFM, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to ATFM, Inc for 23 Axis Q6020-E 5MP network cameras for Public Safety.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $36,098.96

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6005

How many bidders received bid packages (if applicable): 12 + web

How many bidders submitted bids (if applicable): 8

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
29393	2025	(1500) PUBLIC SAFETY ADMIN	23 AXIS Q6020-E 5MP NETWORK CAMERAS FOR PUBLIC SAFETY (SEALED BID 6005)	$36,098.96	(299987) ATFM, INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00029393-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ATFM INC	POLICE HEADQUARTERS
941 ELM AVE UNIT 9	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LONG BEACH, CA 90813	ZIRLOTTK@CITYOFMOBILE.ORG
Tel#6129878008	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	299987				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BID #6005 AND YOUR QUOTE. ATTN: TIROSHEN FONSEKA ATFMINCLA@GMAIL.COM 612-987-8008 PURCHASE ORDER MUST BE ON OUTSIDE OF EACH BOX.			
001	AXIS Q6020-E 5 MEGAPIXEL OUTDOOR NETWORK CAMERA-COLOR-H.264, H.265, ZIPSTREAM, MJPEG-30 FPS-BRACKET MOUNT-PTZ ITEM# 02957-001 Additional Description Notes --- "AXIS Q6020-E 5 MEGAPIXEL OUTDOOR NETWORK CAMERA-COLOR-H.264, H.265,ZIPSTREAM, MJPEG-30 FPS-BRACKET MOUNT-PTZ ITEM# 02957-001"	23.00 EACH	1569.52000	36098.96
1	1000.30.15.1500.1500.1500.0000.0000.42200.			36098.96

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS

Bill To	Requisition 00029393-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
ATFM INC 941 ELM AVE UNIT 9 LONG BEACH, CA 90813 Tel#6129878008	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	299987				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 36098.96

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.42200.	36098.96	56929.06
PUBLIC SAFTEY ADMIN EXP PROFESSIONAL & TECHNICAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/28/25	ANNE FOLEY	GL Allocation, GL Allocation c
Approved	08/22/25	ROBERT LASKY	
Approved	08/22/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	09/29/25	ROBERT LASKY	
Approved	09/29/25	CURTIS GRAVES	Auto approved by: 910519642
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/29/25	DONALD ROSE	Auto approved by: 9105fola
Approved	09/29/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/29/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	09/29/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	09/29/25	ANNE FOLEY	
Approved	09/29/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6005
SURVEILLANCE CAMERAS AND EQUIPMENT

	ITEM 1 AXIS Q6020-E	ITEM 2 AXIS M3216-LVE
AIS Advanced Integrated Secutiry	$3,081.00	$899.00
Prologics ITS	$1,637.86	$512.67
Semoice	$1,741.66	$519.13
Stem Consultants	$1,606.955	$502.99
ATFM	**$1,569.511**	**$491.270**
Focus Cameras	$1,695.60	$531.99
Riverside Technologies	$1,689.58	$528.85
Swipe Resources	$2,538.00	$794.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/18/2025	6005	Police Dept	2460 Government St, Mobile, AL 36606

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	SURVEILLANCE CAMERAS AND EQUIPMENT					
	The City of Mobile is requesting bids on the following **AXIS Security Cameras and equipment**.					
0-200	**Item 1** AXIS Q6020-E 5 MEGAPIXEL OUTDOOR NETWORK CAMERA-COLOR-H.264, H.265, ZIPSTREAM, MJPEG-30 FPS-BRACKET MOUNT-PTZ AXIS #02957-001. Providing:_____Price:_____					
0-200	**Item 2** CAMERA AXIS M3216-LVE Z4-02372001 M3216LVE/4MP/DOM/ 2.9M/Al/IP66. Providing:_____Price:_____					
	No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. **Prices are to be firm and FOB Destination.** Exact quantities to be purchased cannot be determined at this time.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

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24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The City intends to purchase the minimum quantity of each item (initially) upon award of this bid.

Pricing to be held firm for a 3-month period.

This bid can be extended for up to eleven (11) additional three (3) month periods upon the approval of the vendor and the City of Mobile.

State estimated delivery of each item after receipt of a Purchase Order.

Delivery is expected within twenty-one (21) days ARO.

These items are needed immediately, so delivery may be a consideration in the award of this bid.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. **Be sure that the bid number is clearly marked on the outside of the envelope and that you have signed the bid!** **THIS BID IS TO BE AWARDED ON AN ITEM BASIS** A SAM registration is required to bid on government contracts and to receive grants (SAM.gov). A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal grant funds. **List your SAM registration #_____** **If you have any questions, please feel contact the Purchasing Department at purchasing@cityofmobile.org no later than noon on June 5, 2025.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Capital Tractor, Inc. for one Kubota RTV-X2 Diesel utility vehicle for Traffic Engineering.

Amount of Contract:
$23,614.73

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Capital Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Capital Tractor Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Capital Tractor, Inc. for one Kubota RTV-X2 Diesel utility vehicle for Traffic Engineering.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,614.73

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Alabama State contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26852	2025	(F7000) MOTOR POOL	KUBOTA RTV-X2 DIESEL UTILITY VEHICLE FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$23,614.73	(293637) CAPITAL TRACTOR INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026852-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CAPITAL TRACTOR INC	MOTOR POOL - ATTN: ADAM LYNN
5788 HWY 90 W	770 GAYLE STREET
(251) 653-1900	
	MOBILE, AL 36604
THEODORE, AL 36582	AGEET@CITYOFMOBILE.ORG
	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	293637				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	KUBOTA UTILITY VEHICLE AS FOLLOWS: RTV X2-SKLH24 KUBOTA UTILITY VEHICLE 77700-V5027 POLLY WINDSHIELD K7121-99610 TURN SIGNAL KIT 77700-V5200 TRAILER BALL MOUNT 77700-11554 WARN WINCH 4500LBS 77700-V4358 SIDE MIRROR KIT 77700-VC5001 METAL CANOPY 77700-VC5056 STROBE LIGHT KIT 77700-VC5081 STROBE HARNESS KIT 77700-VC5051A FRONT WORK LIGHTS 77700-VC5050 REAR WORK LIGHTS PRICE INCLUDES DELIVERY AND SET UP AS PER STATE OF ALABAMA CONTRACT MA23000004045 AND YOUR QUOTE DATED 9-26-2025 Additional Description Notes --- KUBOTA UTILITY VEHICLE AS FOLLOWS: RTV X2-SKLH24 KUBOTA UTILITY VEHICLE 77700-V5027 POLLY WINDSHIELD K7121-99610 TURN SIGNAL KIT 77700-V5200 TRAILER BALL MOUNT 77700-11554 WARN WINCH 4500LBS 77700-V4358 SIDE MIRROR KIT 77700-VC5001 METAL CANOPY 77700-VC5056 STROBE LIGHT KIT 77700-VC5081 STROBE HARNESS KIT 77700-VC5051A FRONT WORK LIGHTS	1.00 EACH	23614.73000	23614.73

Bill To	Requisition 00026852-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CAPITAL TRACTOR INC	MOTOR POOL - ATTN: ADAM LYNN
5788 HWY 90 W	770 GAYLE STREET
(251) 653-1900	
	MOBILE, AL 36604
THEODORE, AL 36582	AGEET@CITYOFMOBILE.ORG
	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	293637				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	77700-VC5050 REAR WORK LIGHTS			
	AS REQUESTED BY 2060-TRAFFIC ENG.			
1	1000.40.20.3005.2060.3005.0000.0000.45040.			23614.73

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23614.73

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.	23614.73	39601.17
TRAFFIC ENGINEERING EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00026852-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CAPITAL TRACTOR INC	MOTOR POOL - ATTN: ADAM LYNN
5788 HWY 90 W	770 GAYLE STREET
(251) 653-1900	
	MOBILE, AL 36604
THEODORE, AL 36582	AGEET@CITYOFMOBILE.ORG
	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	293637				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/02/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/02/25	SHONNDA SMITH			
	Approved	07/02/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	MATTHEW ANDERSON		NA	
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
ATV, UTV, & Golf Carts Statewide MA

Type
Master Agreement

Supplier
Capital Tractor Inc.

Contract Code
MA230000004045

Linked Solicitation
ATV, UTV & Golf Carts Statewide Bid

Sourcing Number
SRC0000014408

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Caleb	Greer	calebgreer@capitaltractor.com	33426400866
Caleb	Greer	calebgreer@capitaltractor.com	33426400866

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/6/2023

End Date
6/5/2026

Documents

- MA23_4045_ATV__UTV____Golf_Carts__V1.pdf
- Executive Summary ATV UTV Golf Carts.docx
- MA23__4045_ATV__UTV____Golf_Carts_Statewide_V1.pdf

Items

Item Name	Product Code		UOM
UTV: 500CC - 599CC/Kubota 8%: RTV	9	0.00	USD

Item Name	Product Code		UOM
UTV: 500CC - 599CC OEM REPLACEMENT PARTS/0%	10	0.00	USD
UTV: 800CC - 899CC/Kubota 10%: Sidekick.	15	0.00	USD
UTV: 800CC - 899CC OEM REPLACEMENT PARTS/0%	16	0.00	USD
UTV: DIESEL ENGINE/Kubota 12%: RTV Series	19	0.00	USD
UTV: DIESEL OEM REPLACEMENT PARTS/0%	20	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Cat Head Media Inc for Buffet Exhibit media research and editing services for Maritime Museum.

Amount of Contract:
$40,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251009 Cat Head Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Cat Head Media Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cat Head Media Inc for Buffet Exhibit media research and editing services for Maritime Museum.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $40,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2582	2026	(4020) GULFQUEST MARITIME MUSEUM	BUFFETT EXHIBIT MEDIA RESEARCH AND EDITING SERVICES FOR MARITIME MUSEUM (PROFESSIONAL SERVICE)	$40,000.00	(299618) CAT HEAD MEDIA INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
CAT HEAD MEDIA INC
920 U SHWY 64 W
#113

APEX, NC 27523

Tel#661-803-1050

Ship To
National Maritime Museum GOM
155 South Water Street

MOBILE, AL 36602-3710
STEWART.HOOD@CITYOFMOBILE.ORG

Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM
155 South Water Street

MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
001	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 10 -RATE: $100.00/HOUR Vendor Item	10.00 HOUR	100.00000	1000.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			1000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
002	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -SCREEN ARCHIVES & TRANSFER CONCERT FOOTAGE -EDITORIAL -HOURS: 14 -RATE: $150.00/HOUR Vendor Item	14.00 HOUR	150.00000	2100.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			2100.00

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
003	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -EDITORIAL (MULTICAM & BROLL/3 SONGS) -EDITORIAL -HOURS: 32 -RATE: $200. 00/HOUR Vendor Item	32.00 HOUR	200.00000	6400.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			6400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To			

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
004	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -AUDIO MIX/POST -EDITORIAL -HOURS: 4 -RATE: $150.00/HOUR Vendor Item	4.00 HOUR	150.00000	600.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			600.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
005	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -GRAPHICS AND COMPOSITION -EDITORIAL -HOURS: 4 -RATE: $200.00/HOUR Vendor Item	4.00 HOUR	200.00000	800.00

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			800.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
006	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 9 -RATE: $100. 00/HOUR Vendor Item	9.00 HOUR	100.00000	900.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			900.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
007	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -SCREEN ARCHIVES & DIGITIZE STUDIO AUDIO/VIDEO (IN HOUSE) -DIGITIZING -HOURS: 36 -RATE: $150.00/HOUR Vendor Item	36.00 HOUR	150.00000	5400.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			5400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
008	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -EDITORIAL TO CREATE 6 STUDIO "SESSION SONGS" WITH JIMMY	26.00 HOUR	200.00000	5200.00

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	INTRO -LABOR -HOURS: 26 -RATE: $200.00/HOUR Vendor Item			
1	1000.50.23.4020.4020.4000.0000.0000.42140.			5200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
009	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -AUDIO MIX/POST -LABOR -HOURS: 4 -RATE: $150.00/HOUR Vendor Item	4.00 HOUR	150.00000	600.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			600.00

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
010	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -GRAPHICS AND COMPOSITION -LABOR -HOURS: 4 -RATE: $200.00/HOUR Vendor Item	4.00 HOUR	200.00000	800.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			800.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 8

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
011	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -OFFLINE RESEARCH -PRE-PRO -HOURS: 10 -RATE: $100.00/HOUR Vendor Item	10.00 HOUR	100.00000	1000.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			1000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
012	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -SCREEN AND TRANSFER ARCHIVES -EDITORIAL -HOURS: 16 -RATE: $150.00/HOUR Vendor Item	16.00 HOUR	150.00000	2400.00

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 9

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W #113	155 South Water Street
APEX, NC 27523	MOBILE, AL 36602-3710
Tel#661-803-1050	STEWART.HOOD@CITYOFMOBILE.ORG
	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			2400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
013	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -EDITORIAL TO CREATE 6 PARROTHEAD FAN MONTAGES -EDITORIAL -HOURS: 6 -RATE: $200. 00/HOUR Vendor Item	6.00 HOUR	200.00000	1200.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			1200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
014	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -GRAPHICS AND COMPOSITION -EDITORIAL -HOURS: 4 -RATE: $200.00/HOUR Vendor Item	4.00 HOUR	200.00000	800.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			800.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
015	ITEM FOUR: PERSONAL STORIES KIOSK -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 10 -RATE: $100.00/HOUR Vendor Item	10.00 HOUR	100.00000	1000.00

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			1000.00

Ship To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710
Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710

016	ITEM FOUR: PERSONAL STORIES KIOSK -SCREEN AND TRANSFER ARCHIVES -EDITORIAL -HOURS: 12 -RATE: $150. 00/HOUR Vendor Item	12.00 HOUR	150.00000	1800.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			1800.00

Ship To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710
Delivery Reference
STEWART HOOD

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 12

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
017	ITEM FOUR: PERSONAL STORIES KIOSK -EDITORIAL TO CREATE 6 FAMILY & FRIENDS SEGMENT -EDITORIAL -HOURS: 40 -RATE: $200.00/HOUR Vendor Item	40.00 HOUR	200.00000	8000.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			8000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Requisition Link

Requisition Total 40000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00002582-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	299618				GULFQUEST MARITIME MUSEUM

Account		Amount	Remaining Budget
1000.50.23.4020.4020.4000.0000.0000.42140.			
		40000.00	722632.87
GULFQUEST EXP	MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/07/25	BAYNE DUNAWAY	
Approved	10/07/25	KAREN POTH	Auto approved by: 910518571
Approved	10/07/25	MATTHEW ANDERSON	
Approved	10/09/25	DONALD ROSE	Auto approved by: 9105paij
Approved	10/09/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/09/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/09/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/09/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	10/09/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Chevrolet of Watsonville National Auto Fleet Group for 2025 Peterbilt 548 PX-9 truck with Rotobec loader and 40cy Beauroc dump body for Urban Forestry.

Amount of Contract:
$322,920.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Chevrolet Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Chevrolet of Watsonville National Auto Fleet Group

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Chevrolet of Watsonville National Auto Fleet Group for 2025 Peterbilt 548 PX-9 truck with Rotobec loader and 40cy Beauroc dump body for Urban Forestry. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $322,920.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26371	2025	(F7000) MOTOR POOL	2025 PETERBILT 548 PX-9 TRUCK WITH ROTOBEC LOADER AND 40CY BEAUROC DUMP BODY FOR URBAN FORESTRY (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$322,920.00	(293343) CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP

Adopted:

_____
City Clerk

Bill To	Requisition 00026371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CHEVROLET OF WATSONVILLE NATIONAL AUTO	MOTOR POOL - ATTN: ADAM LYNN
490 AUTO CENTER DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
WATSONVILLE, CA 95076	AGEET@CITYOFMOBILE.ORG
Tel#855-289-6572	Delivery Reference
Fax 831-480-8497	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	293343				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 PETERBILT KNUCKLE BOOM LOADER AS FOLLOWS: 2025 PETERBILT 548 PX-9 370 HP ALLISON 6-SPEED AUTOMATIC TRANSMISSION 2024 ROTOBEC LOAD AND GO 2024 ROTOBEC 030 WASTE GRAPPLE 40CY BEAU ROC DUMP BODY LL-2500 SCOTT 22TN HOIST AS PER SOURCEWELL CONTRACT 032824-NAF TO NATIONAL FLEET AUTO / CHEVROLET OF WATSONVILLE Additional Description Notes --- 2025 PETERBILT KNUCKLE BOOM LOADER AS FOLLOWS: 2025 PETERBILT 548 PX-9 370 HP ALLISON 6-SPEED AUTOMATIC TRANSMISSION 2024 ROTOBEC LOAD AND GO 2024 ROTOBEC 030 WASTE GRAPPLE 40CY BEAU ROC DUMP BODY LL-2500 SCOTT 22TN HOIST AS REQUESTED BY 2018-URBAN FORESTRY	1.00 EACH	322920.00000	322920.00
1	1000.40.20.2070.2086.2070.0000.0000.45040.			322920.00

Bill To	Requisition 00026371-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
CHEVROLET OF WATSONVILLE NATIONAL AUTO 490 AUTO CENTER DRIVE WATSONVILLE, CA 95076 Tel#855-289-6572 Fax 831-480-8497	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	293343				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 322920.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040. PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES	322920.00	900277.94

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/24/25	SHONNDA SMITH	
Approved	06/24/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CHEVROLET OF WATSONVILLE NATIONAL AUTO	MOTOR POOL - ATTN: ADAM LYNN
490 AUTO CENTER DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
WATSONVILLE, CA 95076	AGEET@CITYOFMOBILE.ORG
Tel#855-289-6572	Delivery Reference
Fax 831-480-8497	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	293343				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	MATTHEW ANDERSON			
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

National Auto Fleet Group

Class 4-8 chassis with related equipment

#032824-NAF
Maturity Date: 7/9/2028
Website: nationalautofleetgroup.com

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 032824-NAF gives access to the following types of goods and services:

- Class 4-8 chassis models/all electric
- Upfitting available
- All electric chassis cab
- Freightliner/Western Star
- Peterbilt
- Kenworth
- Mack
- Isuzu
- Volvo
- Chevrolet/Ford/Dodge Ram
- Bollinger Motors
- Autocar

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,



Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Custom Concepts Carts LLC for two Cushman Hauler XL long bed golf carts for Parks Dept.

Amount of Contract:
$28,600.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251007 Custom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Custom Concepts Carts LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Custom Concepts Carts LLC for two Cushman Hauler XL long bed golf carts for Parks Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,600.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5989

How many bidders received bid packages (if applicable): 19 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
23821, 30004	2025	(F7000) MOTOR POOL	TWO CUSHMAN HAULER XL LONG BED GOLF CARTS FOR PARKS DEPT (SEALED BID 5989)	$28,600.00	(295358) CUSTOM CONCEPTS CARTS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00023821-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 LONG BED SERVICE GOLF CART VENDOR TO PROVIDE CUSHMAN HAULER XL. . TO BE PROVIDED AS A STREET LEGAL AND REGISTERED READY FOR USE. AS PER CITY OF MOBILE BID # 5989 AND YOUR QUOTE. Additional Description Notes --- 2025 YAMAHA SUPER HAULER (GAS) AS FOLLOWS: GLACIER (WHITE) IN COLOR; SERIAL #J0D-0800941;CART #2337;FACTORY WARRANTY FROM YAMAHA GOLF CAR COMPANY AS REQUESTED BY: 2025-PARKS & REC.	1.00 EACH	14300.00000	14300.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP. .			14300.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 14300.00

Bill To	Requisition 00023821-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC P O BOX 1001 SATSUMA, AL 36572 Tel#251-675-9958 Fax 251-675-9958	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP. .	14300.00	16888.70

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	14300.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
CCancelled	10/03/25	JOHN PAINE	Requisition item removed chang
Approved	04/30/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	04/30/25	CHARLES SUMRALL	
Approved	09/30/25	TRAVESIA AGEE	On behalf of Charles Sumrall
Approved	09/30/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	10/03/25	TRAVESIA AGEE	On behalf of Charles Sumrall
Approved	10/03/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	04/30/25	SHONNDA SMITH	
Approved	04/30/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	10/03/25	MATTHEW ANDERSON	
Approved	10/03/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/03/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij

Bill To	Requisition 00023821-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	295358				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/06/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/06/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/06/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/06/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/06/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/06/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00030004-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2032.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LONG BED UTILITY GOLF CART VENDOR TO PROVIDE CUSHMAN HAULER XL. AS PER CITY OF MOBILE BID #5989 AND YOUR QUOTE Additional Description Notes --- LONG BED SUPER HAULER QUIETECH EFI AS FOLLOWS: DIMENSIONS: OVERALL LENGTH-142.9 IN (363 CM) OVERALL WIDTH-53.5 IN (136 CM) OVERALL HEIGHT(NO SUN TOP)-48.8 IN (124CM) WHEELBASE-98 IN (249 CM) FRONT WHEEL TREAD-34.6 IN (88CM) REAR WHEEL TREAD-39.8 IN (101 CM) MINIMUM GROUND CLEARANCE-6.3 IN (16 CM) CURB WEIGHT (WITH BATTERY, OIL, AND GASOLINE) 447KG (985 LB) FLOOR BOARD HEIGHT-1304 IN (34CM) GENERAL: FUEL TANK CAPACITY-22 LITERS TIRE SIZE-205/65-10 4-PLY SEATING CAPACITY-TWO PERSONS COLOR: GLACIER SEATS:STANDARD BLACK SUN TOP COLOR: STANDARD BLACK WARRANTY: STANDARD 2 YEAR LIMITED VEHICLE WARRANTY ENDING/DRIVE TRAIN/POWER SUPPLY: ENGINE TYPE:YAMAHA-BUILT, 357 CC, LOW-EMISSION SINGLE CYLINDER 60 DEGREE	1.00 EACH	14300.00000	14300.00

Bill To	Requisition 00030004-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2032.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

INCLINE OHV
LUBRICATION SYSTEM:SPLASH-STYLE POSITIVE OIL LUBRICATION
OIL CAPACITY: 1 U.S QUART (1 LITER)
AIR CLEANER: TWO-STAGE, URETHANE-FOAM PRE-CLEANER, AND HIGH CAPACITY PLEATED PAPER CARTRIDGE
COOLING SYSTEM:FORCED AIR
FUEL SYSTEM:ELECTRONIC FUWEL INJECTION
STARTING SYSTEM:STARTER GENERATOR W/PEDAL START SYSTEM

CHASSIS:
FRAME:HYBRICORE CHASSIS FEATURES A ROBOTIC WELDED AUTOMOTIVE LADDER-STYLE STEEL FRAME PROTECTED WITH A MULTI-STEP FULL IMMERSION PHOSPHATE TREATMENT, ELECTRO-DEPOSITION EPOXY BASED COATING, AND AN ELECTRICSTATIC APPLIED POLYESTER/URETHANDE POWDER TOPCOAT
BODY:MOLD-IN POLYPROPYLENE FOR GLACIER COLOR
STEERING:SELF-COMPENSATING DOUBLE REDUCTION HELICAL RACK-AND-PINION
FRONT SUSPENSION:TRU-TRAK II FULLY INDEPENDENT AUTOMOTIVE-STYLE STRUT SUSPENSION
REAR SUSPENSION:FULLY INDEPENDENT AUTOMOTIVE-STYLE STRUT SUSPENSION
BRAKES:SELF-ADJUSTING MECHANICAL, REAR WHEEL DRUM BRAKES
BUMPERS:FRONT AND REAR 5MPH ENERGY-ABSORBING BUMPERS

CARGO BED SIZE:
LENGTH:70 IN (177.9 CM)
WIDTH: 47 IN (119.4CM)
HEIGHT: 7.8 IN (20 CM)
CARGO BED CAPACITY: 800 LB

PERFORMANCE:
MAX SPEED ADJUSTABLE: 19MPH
MINIMUM TURNING RADIUS: 14.4 FT.

Bill To	Requisition 00030004-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2032.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC P O BOX 1001 SATSUMA, AL 36572 Tel#251-675-9958 Fax 251-675-9958	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	AS REQUESTED BY: 2032-PARKS & REC.			
1	1000.50.20.2030.2032.2005.0000.0000.45040.			14300.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 14300.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.20.2030.2032.2005.0000.0000.45040. COMMUNITY CENTERS/PROGRAM EXP FLEET VEHICLES	14300.00	42822.55

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	09/05/25	MATTHEW ANDERSON	
Approved	09/05/25	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00030004-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2032.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC P O BOX 1001 SATSUMA, AL 36572 Tel#251-675-9958 Fax 251-675-9958	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295358				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/05/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	10/01/25	MATTHEW ANDERSON		NA	
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	09/05/25	KIM CARMODY		Auto approved by: 91055604	
	Approved	09/05/25	DANIEL OTTO			
	Approved	10/01/25	KIM CARMODY		Auto approved by: 91055604	
	Approved	10/01/25	DANIEL OTTO			
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/02/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/02/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/02/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/02/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/02/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/02/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5989
GOLF CART BASED UTILITY VEHICLE

VENDOR	CART DR	CUSTOM CONCEPTS CARTS	ONE NATION
42” Bed	$13,317.49 UMAX Rally 2 EFI 41-Inch Bed	$13,600.00 Cushman Hauler 1200	$16,491.00 Club Car Onward
Long Bed	$17,031.15 Yamaha Super Hauler QT EFI	$14,300.00 Cushman Hauler XL,	$16,889.00 Cushman Hauler

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/05/2025	5989	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	GOLF CART BASED UTILITY VEHICLES					
Appx 1-3	Cart #1 2-Person Cart with 1200-lb towing capacity with 42" cargo bed as per the following and attached specifications. Make_____ Model_____					
Appx 1-3	Cart #2 Cart utility vehicle with long cargo bed as per the following and attached specifications. Make_____ Model_____					
	All are to be delivered to the City, street-legal and registered ready for use. Upon award, the City will purchase one of each of the above carts. Vendor (s) will provide literature and specifications on products bid. Vendor (s) will deliver to the City. The City will not pick up. All items are to be new.					
			TOTAL			

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
	Page 2 of 3			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Price to be firm for a three (3) month period from date of award. **TO BE AWARDED ON A PER ITEM BASIS.**					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CART WITH 1200 LB TOWING CAPACITY

Gas Powered

Towing Capacity of 1200 lbs

Seat 4-Rear Facing Fold-Down Seat/Work Tray

Extended Roof for Rear Facing Seats

2" Receiver Hitch

Fold-Down Windshield

Must be Street Legal:

- Premium light kit-turn signals, back up lights, etc.
- Rear view mirror
- Side view mirrors
- Seat belts for all seats (front and rear facing)

Must be registered and must have a tag

Side Step Bars

CART #1 REQUIREMENTS

Gas powered
Minimum towing capacity of 1200 lbs
Cargo bed not to exceed 42" in length
2" Receiver Hitch
Fold down windshield
Canopy
Rearview Mirror
Fuel/Oil Gauge
USB Port
Must be street legal-It will need to be registered and have a tag

Premium light kit-turn signals, back up lights, etc.
Rearview Mirror
Sideview Mirrors
Seat belts for all seats

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
Long Cargo Bed

CART #2

New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Street legal registered prior to delivery to the City of Mobile
- Two persons
- Transmission = continuously variable transmission
- Overall length 142 in (363 cm)
- Overall width 5305 in (136 cm)
- Overall height 48.8 in (124 cm)
- Cargo Bed Length no less than 68 in (177.9cm)
- Cargo Bed Width 47 in (119.4 cm)
- Cargo Bed Height 7.8 in (20 cm)
- Cargo Bed Capacity 800 lb
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Black Canopy
- clip-on/fold down windshield
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, front cowl & trim to be navy or green in color

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Custom Concepts Carts LLC for one E-Z-GO Express 6 golf cart for Parks Dept.

Amount of Contract:
$15,400.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251007 Custom2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Custom Concepts Carts LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Custom Concepts Carts LLC for one E-Z-GO Express 6 golf cart for Parks Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,400.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5969

How many bidders received bid packages (if applicable): 19 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
23819	2025	(F7000) MOTOR POOL	ONE E-Z-GO EXPRESS 6 GOLF CART FOR PARKS DEPT (SEALED BID 5969)	$15,400.00	(295358) CUSTOM CONCEPTS CARTS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00023819-00 FY 2025
ACCOUNTS PAYABLE	PO 25014790
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CART GOLF 4 TO 6 PASSENGER CART WITH SEATS TAHT FOLD TO CARGO PREMIUM LIGHT KIT (REQUIRED TO BE STREET LEGAL) CART IS TO BE STREET LEAGAL WHEN DELIVERED. VENDOR TO PROVIDE E-Z-GO EXPRESS 6 AS PER CITY OF MOBILE BID # 5969 AND YOUR QUOTE Additional Description Notes --- 2024 OR NEWER YAMAHA UMAX RALLY AS FOLLOWS: PREMIUM LIGHT KIT (REQUIRED TO BE STREET LEGAL);YAMAHA BRUSH GUARD;EXTENDED ROOF;REAR VIEW MIRROR;SIDE MIRROR;GLACIER/WHITE IN COLOR;FACTORY WARRANTY FROM YAMAHA GOLF CART COMPANY AS REQUESTED BY:2025-PARKS & REC	1.00 EACH	15400.00000	15400.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP. .			15400.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN

Bill To	Requisition 00023819-00 FY 2025
ACCOUNTS PAYABLE	PO 25014790
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	295358				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 15400.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP. .	15400.00	16888.70

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	15400.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
CCancelled	10/02/25	JOHN PAINE	Requisition item removed chang
Approved	04/30/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	04/30/25	CHARLES SUMRALL	
Approved	09/30/25	TRAVESIA AGEE	On behalf of Charles Sumrall
Approved	09/30/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	10/02/25	TRAVESIA AGEE	On behalf of Charles Sumrall
Approved	10/02/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	04/30/25	SHONNDA SMITH	
Approved	04/30/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584

Bill To	Requisition 00023819-00 FY 2025
ACCOUNTS PAYABLE	PO 25014790
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CUSTOM CONCEPTS CARTS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 1001	770 GAYLE STREET
	MOBILE, AL 36604
SATSUMA, AL 36572	AGEET@CITYOFMOBILE.ORG
Tel#251-675-9958	Delivery Reference
Fax 251-675-9958	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	295358				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/03/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	10/03/25	SHONNDA SMITH			
	Approved	10/03/25	CHERI BOUCHER		Auto approved by: 910518244	
	Forward	06/06/25	CLAUDE BUERGER IV		Automatic Forward to 910520668	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5969
GOLF CART BASED UTILITY VEHICLE

VENDOR	BRELAND MACHINERY	CUSTOM CONCEPTS CARTS	CART DR
Cart 1500-LB Capacity	$14,573.00 EXGO Express S4,Gas LOCAL VENDOR PREFERENCE: $15,301.65	$12,500.00 EZGO Express 4, Gas LOCAL VENDOR PREFERENCE: $13,125.00	$14, 192.26 Yamaha UMAX Rally, 2x2, EFI
Cart Long Cargo Bed	$15,123.00 Cushman Hauler XL Longbed 1200, Gas LOCAL VENDOR PREFERENCE: $15,879.15	$14,300.00 Cushman Hauler XL, Gas LOCAL VENDOR PREFERENCE: $15,015.00	$13,649.26 Yamaha UMAX Rally 2 EFI
Card Fold/Flip Down Bed	$16,323.00 EZGO Express 6,Gas, 4 Passenger LOCAL VENDOR PREFERENCE: $17,139.15	$15,400.00 EZGO Express 6, Gas LOCAL VENDOR PREFERENCE: $16,170.00	$17,031.15 Yamaha Super Hauler EFI

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/21/2025	5969	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, August 1, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
	GOLF CART BASED UTILITY VEHICLES					
Appx 1-3	Cart with 1500-lb towing capacity as per the following and attached specifications. Yamaha UMAX Rally 2x2 or equal. Make_____ Model_____					
Appx 1-3	Cart utility vehicle with long cargo bed as per the following and attached specifications. Yamaha UMAX Rally or equal. Make_____ Model_____					
Appx 1-3	Cart with flip-down cargo bed and seating for four (4) people as per the following and attached specifications. Yamaha Super Hauler or equal. Make_____ Model_____					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All are to be delivered to the City, street-legal and registered ready for use.

Upon award, the City will purchase one of each of the above carts.

Vendor (s) will provide literature and specifications on products bid.

Vendor (s) will deliver to the City. The City will not pick up.

All items are to be new.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Price to be firm for a three (3) month period from date of award.

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CART WITH 1500 LB TOWING CAPACITY

Gas Powered

Towing Capacity of 1500 lbs

Seat 4-Rear Facing Fold-Down Seat/Work Tray

Extended Roof for Rear Facing Seats

2" Receiver Hitch

Fold-Down Windshield

Must be Street Legal:

- Premium light kit-turn signals, back up lights; etc.
- Rear view mirror
- Side view mirrors
- Seat belts for all seats (front and rear facing)

Must be registered and must have a tag

Side Step Bars

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
Flip Cargo Bed

New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Street legal registered prior to delivery to the City of Mobile
- 4 persons
- Transmission = continuously variable transmission
- Overall length 134.4 in (34105 cm)
- Overall height with sun top 77.20 in (196.0 cm)
- Overall Width 5305 in (136 cm)
- Flip seat cargo bed max load 250 lb
- Maximum combined load with 2 passengers and cargo 400 lb
- Vehicle rated capacity 1,000 lb
- Ground speed = minimum top speed of 15 mph
- Frame chassis = steel or aluminum I-beam
- Rear body = all aluminum
- Black Canopy
- clip-on/fold down windshield
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, front cowl & trim to be navy or green in color

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
Long Cargo Bed

New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Street legal registered prior to delivery to the City of Mobile
- Two persons
- Transmission = continuously variable transmission
- Overall length 142 in (363 cm)
- Overall width 5305 in (136 cm)
- Overall height 48.8 in (124 cm)
- Cargo Bed Length 70 in (177.9cm)
- Cargo Bed Width 47 in (119.4 cm)
- Cargo Bed Height 7.8 in (20 cm)
- Cargo Bed Capacity 800 lb
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Black Canopy
- clip-on/fold down windshield
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, front cowl & trim to be navy or green in color

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Dana Safety Supply Inc for emergency lighting and other upfitting for 2025 Chevrolet Silverado pickup truck and 2021 Chevrolet Tahoe SUV for Animal
Services.

Amount of Contract:
$41,965.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Dana Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for emergency lighting and other upfitting for 2025 Chevrolet Silverado pickup truck and 2021 Chevrolet Tahoe SUV for Animal Services. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $41,965.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
28716	2025	(F7000) MOTOR POOL	EMERGENCY LIGHTING AND OTHER UPFITTING FOR 2025 CHEVROLET SILVERADO PICKUP TRUCK AND 2021 CHEVROLET TAHOE SUV FOR ANIMAL SERVICES (AL STATE CONTRACT)	$41,965.00	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER ALABAMA STATE CONTRACT MA230000004209 AND QUOTE 586570-G			
001	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: SOI INT BAR TRI COLOR RAW ENFWBO1LN4	2.00 EACH	962.00000	1924.00
	Additional Description Notes			
	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS:			
	SOI INT BAR TRI COLOR RAW ENFWBO1LN4			
1	1000.30.23.1546.1546.2300.0000.0000.45040.			1924.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL,DUAL TONE, VO	2.00 EACH	715.14000	1430.28
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1430.28
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
003	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ETSS100J SOI 100J SERIES COMPOSITE SPEAKER	4.00 EACH	159.00000	636.00
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			636.00

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
004	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE	2.00 EACH	326.23000	652.46
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			652.46
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ENGND04102 SOI 10 OUTPUT REMOTE NODE W/MAGNETIC I.D.	4.00 EACH	159.13000	636.52
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			636.52
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
006	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ENGHNK SOI 10FT REMOTE NODE HARNESS	4.00 EACH	81.78000	327.12
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			327.12

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
007	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ENGSYMD01 SOI SOUND OFF/BLUEPRINT SYNC MODULE	2.00 EACH	225.33000	450.66
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			450.66
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
008	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: ESLRL6115F SOI SL RUNNING, 61", 5MOD, A/W, 2CLR/DUO	4.00 EACH	294.06000	1176.24
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1176.24
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
009	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: PSLVBK05 SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS	4.00 EACH	22.62000	90.48
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			90.48

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
010	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC SOI MPOWER STUD TRICOLOR RAW EMPS21JC1-5	8.00 EACH	123.63000	989.04
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			989.04
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
011	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK	8.00 EACH	7.83000	62.64
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			62.64
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
012	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC SOI MPOWER QM TRICOLOR RAW EMPS21H8Z-5	20.00 EACH	123.60000	2472.00
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			2472.00

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
013	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC SOI REAR TRAFFIC CONT. EMPTC01N91	2.00 EACH	865.21000	1730.42
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1730.42
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
014	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: PWLTP001 SOI GOLIGHT SL TAMPLATE, DRIVER SIDE, TAHOE	2.00 EACH	99.61000	199.22
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			199.22
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
015	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: PWLHN004 SOI GOLIGHT SL HARNESS DASH CONTROL TO BLUEPRINT	2.00 EACH	9.13000	18.26
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			18.26

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
016	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: PWLBK003 SOI GOLIGHT SL BRACKET, DRIVER SIDE MOUNT, TAHOE	2.00 EACH	66.55000	133.10
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			133.10
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
017	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: EWL9111SL SOI GOLIGHT SL DRIVER'S SIDE W/DASH CONTROL	2.00 EACH	713.30000	1426.60
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1426.60
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
018	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: 7170-0784-04 GJ,CONSOLE PKG, 2019-23 SIVERADO, NOTE TAB, 19"	1.00 EACH	900.60000	900.60
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			900.60

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 13

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
019	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: 7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE	2.00 EACH	302.10000	604.20
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			604.20
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910520704
	Status: Converted

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
020	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: 57-923995 WESTIN HDX WINCH MOUNT MODULAR GRILLE GUARD,SLVRDO	2.00 EACH	849.27000	1698.54
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1698.54
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
021	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: 46-3005 WESTIN, MAX WINCH TRAY TOW HOOK, TOW HOOK	4.00 EACH	33.05000	132.20
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			132.20

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
022	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: INSTALL KIT MISC INSTALLATION SUPPLIES	2.00 EACH	755.00000	1510.00
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1510.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 16

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
023	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: INSTALL DSS INSTALLATION OF EQUIPMENT	2.00 EACH	5174.00000	10348.00
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			10348.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
024	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC GAMBER JOHNSON EZPF-CHCCAB-2023-GJ	2.00 EACH	2932.95000	5865.90
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			5865.90

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
025	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC GAMBER JOHNSON DIVIDER-DD-004-GJ	2.00 EACH	535.80000	1071.60
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			1071.60
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
026	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC GAMBER JOHNSON COOLGUARD FAN KIT-GJ	2.00 EACH	116.85000	233.70
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			233.70
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
027	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: MISC GAMBER JOHNSON COOLGUARDPLUS M910-GJ	2.00 EACH	1952.25000	3904.50
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			3904.50

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 19

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
028	EMERGENCY EQUIPMENT PACKAGE FOR ANIMAL SERVS. AS FOLLOWS: BLOCKOUT AMEALAC FULL SET K9 BLOCK OUT KIT	2.00 EACH	165.36000	330.72
	1 1000.30.23.1546.1546.2300.0000.0000.45040.			330.72
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted Page 20

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
029	FREIGHT	2.00 EACH	505.00000	1010.00
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.30.23.1546.1546.2300.0000.0000.45040.			1010.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 41965.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040.	41965.00	27859.81
ANIMAL SHELTER EXP FLEET VEHICLES		

Bill To	Requisition 00028716-00 FY 2025
ACCOUNTS PAYABLE	PO 25014729
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Converted

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/07/25	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	08/07/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	08/07/25	CHERI BOUCHER	
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/30/25	DONALD ROSE	Auto approved by: 910520704
Approved	09/30/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	09/30/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	09/30/25	SAMANTHA COOLEY	
Approved	09/30/25	ANNE FOLEY	Auto approved by: 910520704
Approved	09/30/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Emergency Lighting - Dana Safety

Type
Master Agreement

Supplier
Dana Safety Supply, Inc

Contract Code
MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2026

Documents

- Master_Agreement_V1.pdf

Items

- State of Alabama Emergency Lighting Contract Executive Summary.pdf

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD

Item Name	Product Code		UOM
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Detectachem, Inc. for two Apex Raman spectrometers for MPD.

Amount of Contract:
$59,800.00

Funding Source
US DOJ Justice Assistance Grant

ATTACHMENTS:
1. 20250925 Spectrometer Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 or 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Detectachem, Inc,

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Detectachem, Inc. for two Apex Raman spectrometers for MPD.

US DOJ Justice Assistance Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $59,800.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5982

How many bidders received bid packages (if applicable): 7+ web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
29240	2025	(2590) GRANT MANAGEMENT	2 APEX RAMAN SPECTROMETERS FOR MPD (SEALED BID 5982)	$59,800.00	(299981) DETECTACHEM, INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00029240-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DETECTACHEM, INC.	GRANTS ADMINISTRATION
120 INDUSTRIAL BLVD.	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644
SUGAR LAND, TX 77478	KELSI.TIPPERY@CITYOFMOBILE.ORG
Tel#8555733537	
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299981				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BID 5982			
001	APEX RAMAN SPECTOMETER (APEX-NARC)	2.00	29900.00000	59800.00
	2024 JAG GRANT	EACH		
1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-DOJJAG24.CAPEQUIPMT. .			49800.00
2	1000.30.15.1530.1530.1530.0000.0000.44020.			6612.20
3	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			3387.80

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Requisition Link

Requisition Total 59800.00

Bill To	Requisition 00029240-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DETECTACHEM, INC.	GRANTS ADMINISTRATION
120 INDUSTRIAL BLVD.	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644
SUGAR LAND, TX 77478	KELSI.TIPPERY@CITYOFMOBILE.ORG
Tel#8555733537	
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299981				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DOJJAG24.CAPEQUIPMT. .	49800.00	34.82
E G-DOJJAG24.EQUIPUND5K. .	3387.80	-34.82

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.		
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES	6612.20	1099143.10
5307.30.15.0000.0000.1530.0000.0000.47010.		
JAG GRANTS EXP EQUIPMENT (GREATER $5000)	49800.00	1099143.10
5307.30.15.0000.0000.1530.0000.0000.47020.		
JAG GRANTS EXP EQUIPMENT (LESS THAN $5000)	3387.80	1099143.10

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	08/21/25	AMBER ADAMS	It shows this expense string i
Forward	08/22/25	SHAUNAGYE SIMMS	
Approved	08/22/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	08/22/25	DREANETTA BARNES	Auto approved by: 910518931
Approved	08/22/25	AMBER ADAMS	approve
Approved	08/22/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	08/22/25	SELENA SMITH	Auto approved by: 910518931
Approved	09/25/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	09/25/25	AMBER ADAMS	
Approved	09/25/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	09/25/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	09/25/25	SELENA SMITH	Auto approved by: 910518931

Bill To	Requisition 00029240-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
DETECTACHEM, INC.
120 INDUSTRIAL BLVD.

SUGAR LAND, TX 77478

Tel#8555733537

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644
KELSI.TIPPERY@CITYOFMOBILE.ORG

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299981				GRANT MANAGEMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Rejected	09/19/25	SAMANTHA COOLEY		see email	
	Approved	09/25/25	DONALD ROSE		Auto approved by: 910520704	
	Approved	09/25/25	SANDRA LEWIS		Auto approved by: 910520704	
	Approved	09/25/25	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	09/25/25	SAMANTHA COOLEY			
	Approved	09/25/25	ANNE FOLEY		Auto approved by: 910520704	
	Approved	09/25/25	JOHN PAINE		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE
SPECTROMETER
POLICE

BID NO.: 5982
DATE: 9/11/2025

Bid Date:		DETECTACHEM, INC			TECHNOLOGY INTERNATIONAL INC					
BID QUANTITIES										
ITEM DESCRIPTION	Qty.	UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	TOTAL
SPEX R7 RAMA SPECTROMETER SKU: SPEX R7 NO SUBSTITUTIONS	1	EACH	$ 29,900.00	$ 29,900.00	1	32320	32320			
		EACH								
		EACH								
TOTAL			29,900.00	29,900.00		32,320.00	32,320.00		0.00	0.00

WINNER: DETECTACHEM, INC

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/29/2025	5982	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, September 11, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx. 1-5	**SPECTROMETER** APEX R7 RAMAN SPECTROMETER — SKU: Apex R7 **NO SUBSTITUTIONS** **Specifications:** • Technology: Raman spectroscopy with 785 nm excitation • Spectral range: 300–2200 cm^{-1}; spectral resolution < 14 cm^{-1} • Analysis time: results typically ≤ 20 seconds • Substances Detected: Drugs, Narcotics, Explosives, HME's, TIC, TIM, CWA, Precursor Chemicals, Cutting Agents, Pharmaceuticals, household Chemicals, Plastics • Library size: More than 23,000 substances • Operation: non-contact, point-and-shoot; no user calibration required • Dimensions: 6.8in x3.5in x2in (17.3cm x 8.9cm x 5cm) • Weight: approx. 1lb (450g) • Power: internal 3.7 V Li-ion polymer battery pack, DC wall adapter with charge cord. • Data export: PDF/CSV/text; export via Wi-Fi, cellular data, or SD card • Ruggedized for field use; Made in USA Make_____ Model_____ Upon award the City will purchase a minimum of one (1) item.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

QUANTIES LISTED ARE APPROXIMATIONS.

TO BE AWARDED ON AN ALL OR NONE BASIS.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

Quote Delivered Pricing FOB Mobile, Alabama.

Pricing shall be firm for one (1) year period following the award of the bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Empire Truck Sales LLC for four 21cubic yard tri-axle dump trucks for Public Services.

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Empire Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Empire Truck Sales LLC for four 21cubic yard tri-axle dump trucks for Public Services.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $796,740.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5994

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26001	2025	(F7000) MOTOR POOL	FOUR 21 CU YARD TRI-AXLE DUMP TRUCKS FOR PUBLIC SERVICES (SEALED BID 5994)	$796,740.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026001-00 FY 2025
ACCOUNTS PAYABLE	PO 25014771
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
EMPIRE TRUCK SALES LLC
2495 W I-65 SERVICE RD N

MOBILE, AL 36612

Tel#251-330-0088
Fax 800-550-0088

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DUMP TRUCK AS FOLLOWS: TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE WITH DUMP BODY. VENDOR TO PROVIDE 2027 FREIGHTLINER MODEL 114SD CHASSIS WITH STEERABLE PUSHER AXLE AND 21 CU YD OX BODY DUMP BODY. AS PER CITY OF MOBILE BID #5994 AND YOUR QUOTE.	4.00 EACH	199185.00000	796740.00

Additional Description Notes

DUMP TRUCK AS FOLLOWS: HV607 6X4 TANDEM AXLE DUMP TRUCK WITH OX MAVERICK DUMP BODY 15-18 YARD.

AS REQUESTED BY 2086-PSM

1 1000.40.20.2070.2070.2070.0000.0000.45040. 796740.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00026001-00 FY 2025
ACCOUNTS PAYABLE	PO 25014771
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			796740.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	796740.00	58712.14
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/16/25	SHONNDA SMITH	
Approved	06/16/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/30/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/30/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/30/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/30/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/30/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/30/25	JOHN PAINE	.

Authorized By: _____ Date: _____

Bill To	Requisition 00026001-00 FY 2025
ACCOUNTS PAYABLE	PO 25014771
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID TABULATION FOR BID #5994
TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE

VENDOR	Empire Truck	Ward International	Capital Volvo Truck & Trailer	Gulf Coast Truck & Equipment	Rush Truck Center-Mobile	Certified Stainless Service (West-Mark)	Technology International
CHASSIS	Freightliner 114SD	International HX620 SBA	Volvo VHD84F300	Mack GR84B	Peterbilt 567	Freightliner 114SD Plus	Autocar DC64-D
BODY CU YDS	21	21/22	21	21	16.5	16.5	23
BODY MAKE	OX Body	OX Body	---	OX Maverick	TBEI	West Mark	Autocar
DELIVERY	160 Days	*Chassis:* 1st QTR 2026 *Body:* 90-120 Days After Chassis Delivery	365 Days	270 Days	190 Days	210 Days	280 Days
PRICE	$199,185.00	$199,910.00	$202,509.02	$213,866.00	$220,165.00	*Truck:* $225,631.27 *Training:* $3,450.00 *TOTAL:* $229,081.27	$279,500.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5994	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 3-5	**TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE** 2025 or Newer 86,000 lb. GVW Tri-Axle Dump Truck with Liftable and Steerable Pusher Axle as per the following and attached Specifications. MAKE: _____ MODEL: _____ YEAR: _____ CU. YARDS: _____ Vendor to provide literature and specification on vehicle bid Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of three (3) Tri-Axle Dump Trucks. Price to include price for application for title. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

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    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

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24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

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Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ALL OR NONE.**					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CHASSIS SPECIFICATIONS AS FOLLOWS:

2 Door Cab
86,000 LB GVW
Electrical System 12 Volt
Rear Axle Arrangement 3 Rear Axles, 2 Driven 1 Pusher
Vehicle Use Dump Truck
445 HP @1400-1700 RPM (peak) 2100 RPM (GOV) 1850 LB-FT, US'21
Exhaust Stack Height 9'6" From Ground
Alternator Delco 12V 160A (28SI) BRUSH-Type
12 Volt Melco Starter
Engine Brake Mack MP8 Powerleash
Engine Brake Activation
Gear Shifter Allison Dash Mounted Shifter w/Neutral to range inhibit
Clutch Actuation System and Pedal Pad without clutch cable system
Driveline Main Meritor 176 MXL "xtended lube"
Driveline Interaxle Meritor 17 MXL xtended lube
Driveshaft Main U-Joint Univeral Joint Half-round Type
Transmission output torque transmission output torque basic
Lubricants, transmissions transynd synthetic lube for allison trans
Transmission oil cooler allison 4xxx series transmission w/direct mount cooler and SS coolant tubes
Front Axle 20000#
Rear Axle 46000# (20900kg) Meritor RT46-164EH
Traction Differential Interwheel Differential lock, all rear axles
Power Divider Lockout Interacle power divider lockout, w/buzzer and light
Rear axle ratio 4.89 ratio

Auxiliary Axles 1 hendrickson 20K steerable pusher axle (liftable) Fl-series Wheel ends
Aux axle ctrl valve location LH BOC auxiliary axle control valve and gauge
Pusher Axle Lubricant Pusher Axle Lude, Chevron Delo 80W90 Mineral oil
Brakes-auxilary axle Hendrickson 16.5x6 cast auxiliary axle brakes
Wheelbase 206"
Frame Rails and liners 11.1 x 105 x 300mm-(0.437" x 4.13" x 11.81") RBM 3,160,000 LB-IN
Towing Device Front hooks
Towing Device Rear hooks frame mounted
Fuel Tank-LH 93 Gallon (350L) 26"Aluminum, Sleeved D-shaped
PTO-control transmission PTO switch and light with wiring and piping for local installation
Interior Trim levels comfort trim package, steel gray
Seat drivers' sears-air atlas 80 high back 4 chamber air lumbar, w/heat
Transmission electronics dump/vocational (223) allows truck to be put in gear without service brake (for) paving

PTO1 Single speed control RPM PTO 1st, single speed setting, 1000RPM
PTO 1st, MAX ROAD SPEED 1st PTO, Max Road Speed, 10 MPH (16KPH)

Cab color is white
Dump Body Black

16.5 Cubic yard _____

BODY LENGTH	16'6"
HOIST MODEL	74133
FRAME STYLE	TUBE W/CHANNEL X-MEM 12 C/L
FRONT STYLE	STRAIGHT
REAR STYLE	STRAIGHT
FRONT HEIGHT	58
SIDE HEIGHT FRONT	58
SIDE HEIGHT REAR	58
FLOOR MATERIAL	PLATE ¼-AR450
CABSHIELD STYLE	STANDARD
CABSHIELD PROJECTION	36
CABSHIELD WIDTH	87
TARP SYLE	MOUNTAIN
TAILGATE TYPE	AIR HIGH LIFT
TAILGATE BRACING STYLE	2 HORIZONTALS
HORIZONTAL SIDE BRACE	YES
SIDE TOP RAIL STYLE	4x4x.120 (STANDARD)
LINEPOSTS	YES
DUMP APRON	HEAVY DUTY
DUMP APRON SIZE	10
SIDE LIGHT CUTOUTS	LOWER-FRONT
METRO LIGHT QUANTITY	1
DIRT SHEDDING ANGLE	SIDES AND TAILGATE
BOARD HOLDER HEIGHT	NO BOARD HOLDERS
SIDES	10 GAUGE
TAILGATE HEIGHT	60 INCHES
CAB CONTROL	AIR PTO AIR PUMP
CAB SHIELD LENGTH	36 INCH

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Empire Truck Sales LLC for 2027 Freightliner M2-106 crew cab truck with dump body for Public Services.

Amount of Contract:
$127,893.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Empire2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Empire Truck Sales LLC for 2027 Freightliner M2-106 crew cab truck with dump body for Public Services.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $127,893.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5997

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26745	2025	(F7000) MOTOR POOL	2027 FREIGHTLINER M2-106 CREW-CAB TRUCK WITH DUMP BODY FOR PUBLIC SERVICES (SEALED BID 5997)	$127,893.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CREW CAB 33,000 GVW WITH HYDRAULIC CI=ONTRACTOR DUMP BODY PRO-CONTRACTOR BED: 12'DRW 1/8" DIAMOND PLATE STEEL FLOOR 3" CHANNEL CROSS MEMBERS 6" CHANNEL LONGBEAMS SET AT 34" WIDE FULL LENGTH FOLD-DOWN SIDES & REAR GATE 3"x4" TUBE BULKHEAD W/STOP, TAIL, TURN & REVERSE LIGHTS BUILD BULKHEAD TO FIT MACK MD7 NO GN HITCH WITH THIS LENGTH BED SINGLE 7-WAY TRAILER PLUG LED LIGHTS UNDERCOATED POWDER COATED BLACK GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR 18"x18"x48" POWDER COATED DIAMOND TREAD ALUMINUM DOOR ADDS A HIGH LEVEL OF CORROSION RESISTANCE TO THE PART OF THE BOX THAT IS MOST EXPOSED. BLACK POWDER COATING HELPS KEEP THE BOX CORROSION-RESISTANT. GUARD AGAINST THEFT W/LOCKING, DIE-CAST COMPRESSION LATCH. BUILT FOR LONG LIFE W/AIRCRAFT-GRADE CABLES AND A REPLACEABLE GASKET SEALING SYSTEM MADE IN THE USA 18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS 30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK ALLOWS TOWING	1.00 EACH	127893.00000	127893.00

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	HEAVY EQUIPMENT OVER UNEVEN TERRAIN STRONG FORGED STEEL CONSTRUCTION SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D LUNETTE EYES AND DRAWBARS HAULS UP TO 60,000 LBS. 7-WAY TRAILER PLUG, TRUCK-SIDE 7-WAY ROUND DURABLE NYLON PLASTIC CONSTRUCTION BUILT IN SAFETY LATCH ASSURES A SECURE CONNECTION SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE. MISC. VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE. INSTALL PRO CONTRACTOR BODY ON TRUCK, WELD MOUNTING BRACKET TO BODY & BOLT TO TRUCK FRAME (CENTER MOUNTING PLATE AS CLOSE TO CENTER OF REAR AXLE AS POSSIBLE), WIRE LIGHTS, TEST LIGHTS AND TRAILER PLUG CONNECTION MARK FRAME, DRILL HOLES FOR TOOLBOX MOUNTS, INSTALL MOUNTS, MARK TOOLBOX, DRILL HOLES TO ALIGN W/TOOLBOX MOUNTS, MOUNT TOOLBOX, ADJUST STRIKER TO ENSURE BOX IS WATER TIGHT LAYOUT AND FABRICATE 1" HITCH PLATE, MAG-DRILL HOLES FOR PINTLE HITCH, LIGHTS PAINT ALL AREAS AFFECTED BY INSTALL INSTALL TRACTOR PACKAGE			

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS TRUCK SHOULD BE DELIVERED W/AN 84" CAB TO AXLE LENGTH. VENDOR TO PROVIDE 2027 FREIGHTLINER M2-106 PLUS CREW CAB WITH FLEETCO PRO CONTRACTOR HYDRAULIC DUMP BODY AND PINTLE TRAILER HITCH AS PER CITY OF MOBILE BID #5997 AND YOUR QUOTE			

Additional Description Notes

2026 MACK MD7-MEDIUM DUTY FLATBED TRK AS FOLLOWS:

PRO-CONTRACTOR BED:
12'DRW
1/8" DIAMOND PLATE STEEL FLOOR
3" CHANNEL CROSS MEMBERS
6" CHANNEL LONGBEAMS SET AT 34" WIDE
FULL LENGTH FOLD-DOWN SIDES & REAR GATE
3"x4" TUBE BULKHEAD W/STOP, TAIL,TURN & REVERSE LIGHTS
BUILD BULKHEAD TO FIT MACK MD7
NO GN HITCH WITH THIS LENGTH BED
SINGLE 7-WAY TRAILER PLUG
LED LIGHTS
UNDERCOATED
POWDER COATED BLACK

GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR
18"x18"x48"
POWDER COATED DIAMOND TREAD ALUMINUM DOOR ADDS A HIGH LEVEL OF CORROSION

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	RESISTANCE TO THE PART OF THE BOX THAT IS MOST EXPOSED. BLACK POWDER COATING HELPS KEEP THE BOX CORROSION-RESISTANT. GUARD AGAINST THEFT W/LOCKING, DIE-CAST COMPRESSION LATCH. BUILT FOR LONG LIFE W/AIRCRAFT-GRADE CABLES AND A REPLACEABLE GASKET SEALING SYSTEM MADE IN THE USA 18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS 30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK ALLOWS TOWING HEAVY EQUIPMENT OVER UNEVEN TERRAIN STRONG FORGED STEEL CONSTRUCTION SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D LUNETTE EYES AND DRAWBARS HAULS UP TO 60,000 LBS. 7-WAY TRAILER PLUG, TRUCK-SIDE 7-WAY ROUND DURABLE NYLON PLASTIC CONSTRUCTION BUILT IN SAFETY LATCH ASSURES A SECURE CONNECTION SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE. MISC. VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE. INSTALL PRO CONTRACTOR BODY ON TRUCK, WELD MOUNTING BRACKET TO BODY & BOLT TO TRUCK FRAME (CENTER MOUNTING PLATE AS CLOSE TO CENTER OF REAR AXLE AS POSSIBLE), WIRE LIGHTS, TEST LIGHTS AND TRAILER PLUG CONNECTION MARK FRAME, DRILL HOLES FOR TOOLBOX MOUNTS, INSTALL MOUNTS, MARK TOOLBOX, DRILL HOLES TO ALIGN W/TOOLBOX MOUNTS, MOUNT TOOLBOX, ADJUST STRIKER TO ENSURE BOX IS WATER TIGHT LAYOUT AND FABRICATE 1" HITCH PLATE, MAG-DRILL HOLES FOR PINTLE HITCH, LIGHTS PAINT ALL AREAS AFFECTED BY INSTALL INSTALL TRACTOR PACKAGE ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS			

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	TRUCK SHOULD BE DELIVERED W/AN 84" CAB TO AXLE LENGTH.			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			127893.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 127893.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	127893.00	900277.94
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	MATTHEW ANDERSON		NA	
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	MATTHEW ANDERSON			
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5997
33,000-LB GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY

VENDOR	Empire Truck	Thompson Tractor	Truck Equipment Sales
CHASSIS	Freightliner M2106 Plus	Ford F750	International MV607 SBA
BODY	Fleetco Pro Contractor	Ledwell 3-4 YD. with Contractor Body	Knapheide PVMXT-123
DELIVERY	90 Days	End of 2025	120 Days
PRICE	$127,893.00	$132,784.34	$139,314.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5997	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 1-3	**33,000 lb. GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY**						
	2025 or Newer 33,000 lb. GVWR Crew Cab Truck with Hydraulic Dumping Contractor Body as per the following and attached specifications.						
	Chassis:						
	Make_____ Model_____						
	Year _____						
	Body:						
	Make_____ Model_____						
	Vendor to provide literature and specifications on vehicle quoted.						
	Quote delivered pricing FOB Mobile.						
	Truck will be pulling a trailer with air brakes.						
	Upon award, the City will purchase a minimum of one (1).						
	Page 1 of 3						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 2 of 3

You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Include cost of the title application in your price.

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State,

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

33,000-LB GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY

CAB	4-DOOR CREW CAB
DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
DRIVER SEAT	AIR SUSPENDED
DRIVER SEAT UPHOLSTERY	VINYL
SEAT-PASSENGER	VINYL BENCH SEAT, MID BACK, W/STORAGE BOX
PASSENGER SEAT	BENCH SEAT SUPPORT, INTEGRATED STORAGE BOX
PASSENGER SEAT UPHOLSTERY	VINYL
HEADLAMPS	HALOGEN
DOOR/WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS
CHASSIS	MEDIUM DUTY, CLASS 7 W/6.7L, (MAX 33,000LBS GVWR)
OPERATING CLASS	OPERATING CLASS 7; 33,000LB GVWR
ENGINE MOTOR	CUMMINS 300HP@2600RPM (GOV) 660 LB-FT, US20
TRANSMISSION	3000 RDS 6-SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
TRANSMISSION AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE
ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE
BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
STARTER MOTOR	12-VOLT MELCO STARTER
FRONT AXLE	12,000LB MERITOR MFS+
MIRRORS-EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, BLACK

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Empire Truck Sales LLC for 2027 Freightliner M2-106 extended cab truck with a forestry chip-body for Urban Forestry.

Amount of Contract:
$135,110.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251002 Empire Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Empire Truck Sales LLC for 2027 Freightliner M2-106 extended cab truck with a forestry chip-body for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $135,110.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5991

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Low bid did not meet chassis spec; 3rd low bid awarded on local vendor preference.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26202	2025	(F7000) MOTOR POOL	2027 FREIGHTLINER M2-106 EXTENDED CAB TRUCK WITH FORESTRY CHIP-BODY FOR URBAN FORESTRY (SEALED BID 5991)	$135,110.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FORESTRY TRUCK WITH DUMPING CHIPPER BODY AS FOLLOWS: CHASSIS SPECIFICATIONS:EXTENDED CAB;SET BACK AXLE; 4x2 DRIVE TRAIN; EXTENDED CAB; 120 IN CA; 26,000LB GVWR;12,000LB FAWR; 21,000LB RAWR; CUMMINS B6.7 ENGINE. UNIT/BODY SPECIFICATIONS AS FOLLOWS: HYDRAULIC OIL, HVI-22 (STANDARD);NO PUMP; STANDARD PTO/TRANSMISSION FUNCTIONALITY FOR NON-ALLISON AUTOMATIC TRANSMISSIONS; CHIP DUMP BODY 17.0 CUBIC YARD CAPACITY W/LADDER BOX AND TAILGATE;LONGITUDINAL BOX; SET OF SAFETY CHAIN D-RINGS; TOW HITCH ; UNDERRIDE PROTECTION; EYEBOLT FOR TRAILER BREAKAWAY CABLE, 3/8 INCH; DRIVEAWAY SAFETY KIT; MUD FLAPS (PAIR);5LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T); COMPLETE LED FMVSS LIGHTING PACKAGE;4-CORNER STROBES, AMBER, LED, TWO (2) SURFACE MOUNTED LIGHTS IN GRILLE, TWO (2) ROUND LIGHTS AT REAR, CLASS II (PERMIT MAY BE REQUIRED); SINGLE TONE BACKUP ALARM, INSTALLED BETWEEN THE CHASSIS FRAME RAILS AT THE REAR OF THE	1.00 EACH	135110.00000	135110.00

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

CHASSIS. TO WORK IN CONJUNCTION WITH CHASSIS REVERSE DRIVE SYSTEM; TRAILER RECEPTACLE, 6-WAY (PIN TYPE);STANDARD TRAILER PLUG WIRING;TRAILER BRAKE CONTROLLER; UPFITTER SWITCHES, FORD (SUPPLIED W/CHASSIS); STANDARD WARRANTY:ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL VENDOR TO PROVIDE 2027 FREIGHTLINER M2-106 PLUS WITH A TREE=PRO CHIP BODY AND BUYER'S PRODUCTS TOOL COMPARTMENTS . VENDOR SHOULD GET WITH USER DEPARTMENTS PRIOR TO PRODUCTION TO BE SURE CONFIGYRATION IS COMLIANT WITH SPECIFICATIONS. AS PER CITY OF MOBILE BID #5991 AND YOUR QUOTE

Additional Description Notes

F750 SPLIT DUMP TRUCK AS FOLLOWS:

CHASSIS SPECIFICATIONS: FORD F750;SET BACK AXLE; 4x2 DRIVE TRAIN;EXTENDED CAB; 120 IN CA; 26,000LB GVWR;12,000LB FAWR; 21,000LB RAWR; FORD 6.7L POWER STROKE DIESEL

UNIT/BODY SPECIFICATIONS AS FOLLOWS: HYDRAULIC OIL, HVI-22 (STANDARD);NO PUMP; STANDARD ALTEC PTO/TRANSMISSION FUNCTIONALITY FOR NON-ALLISON AUTOMATIC TRANSMISSIONS; CHIP DUMP BODY 17.0 CUBIC YARD CAPACITY W/LADDER BOX AND TAILGATE;LONGITUDINAL BOX; SET OF SAFETY CHAIN D-RINGS; TOW HITCH

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	OPTION 1; UNDERRIDE PROTECTION; EYEBOLT FOR TRAILER BREAKAWAY CABLE, 3/8 INCH; DRIVEAWAY SAFETY KIT; MUD FLAPS WITH ALTEC LOGO (PAIR);5LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T); COMPLETE LED FMVSS LIGHTING PACKAGE;4-CORNER STROBES, AMBER, LED, TWO (2) SURFACE MOUNTED LIGHTS IN GRILLE, TWO (2) ROUND LIGHTS AT REAR, CLASS II (PERMIT MAY BE REQUIRED); SINGLE TONE BACKUP ALARM, INSTALLED BETWEEN THE CHASSIS FRAME RAILS AT THE REAR OF THE CHASSIS. TO WORK IN CONJUNCTION WITH CHASSIS REVERSE DRIVE SYSTEM; TRAILER RECEPTACLE, 6-WAY (PIN TYPE);ALTEC STANDARD TRAILER PLUG WIRING;TRAILER BRAKE CONTROLLER; UPFITTER SWITCHES, FORD (SUPPLIED W/CHASSIS); STANDARD ALTEC WARRANTY:ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL			
	AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			135110.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 135110.00

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	135110.00	897697.67
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/20/25	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	06/20/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	06/20/25	CHERI BOUCHER	
Approved	10/01/25	MATTHEW ANDERSON	
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	10/02/25	DONALD ROSE	Auto approved by: 9105paij
Approved	10/02/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/02/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/02/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/02/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	10/02/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5991
TRUCK WITH FORESTRY CHIPPER BOX

VENDOR	Gulf Coast Truck Equipment	Altec	Empire Truck	Truck Equipment Sales
TRUCK	Mack MD6	Ford F750	Freightliner M2 106 Plus	International MV6075BA
BODY	Tree Pro 14' Body	Altec AF1360	Tree Pro 14' Body	Knapheide KFBS-1266
DELIVERY	120 Days	60 Days	120 Days	120-150 Days
PRICE	$118,279.92	$133,138.00	$135,110.00	$135,634.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5991	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, September 26, 2025**

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRUCK WITH FORESTRY CHIPPER BOX** 2025 or Newer Truck Chassis with Forestry Chipper Box as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) truck with forestry chipper box. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

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BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRUCK WITH CHIPPER BODY AND TOOL COMPARTMENT AS FOLLOWS:

SET BACK FRONT AXLE

4x2 DRIVE TRAIN

EXTENDED CAB

120 IN CA

26,000 LB GVWR

12,000LB FAWR

21,000 LB RAWR

6.4L DIESEL

AUTOMATIC TRANSMISSION

12 VOLT ELECTRICAL SYSTEM

ALTERNATOR TO BE NO LESS THAN 120 AMP

HYDRAULIC OIL STORAGE, HVI-22; NO PUMP

PTO/TRANSMISSION FUNCTIONALITY AUTOMATIC TRANSMISSIONS

CHIP DUMP BODY 17.0 CUBIC YARD CAPACITY W/LADDER BOX AND TAILGATE

MID-BODY TOOL COMPARTMENT TO BE PROVIDED WITH SHELVING LONGITUDINAL BOX

SET OF SAFETY CHAIN D-RINGS

PINTLE HITCH

EYEBOLT FOR TRAILER BREAKAWAY CABLE, 3/8 INCH

DRIVEWAY SAFETY KIT

MUD FLAPS (PAIR)

5LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T)

COMPLETE LED FMVSS LIGHTING PACKAGE, 4 CORNER STROBES, AMBER, LED

TWO (2) SURFACE MOUNTED LED LIGHTS IN GRILLE

TWO (2) ROUND LIGHTS AT REAR

SINGLE TONE BACKUP ALARM

TRAILER RECEPTACLE, 6-WAY (PIN TYPE) STANDARD TRAILER PLUG WIRING

TRAILER BRAKE CONTROLLER

UPFITTER SWITCHES IN CAB

WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR

NINETY (90) DAYS TRAVEL

LIFETIME STRUCTURAL WARRANTY

CHASSIS AND BODY COLOR TO BE WHITE

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Imagetrend, Inc for annual renewal of ImageTrend Elite patient management software for MFRD.

Amount of Contract:
$25,886.70

Funding Source
General fund.

ATTACHMENTS:
1. 20250929 Imagetrend Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Imagetrend, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Imagetrend, Inc for annual renewal of ImageTrend Elite patient management software for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,886.70

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: GSA contract. Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
30668	2025	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE PATIENT MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE, GSA CONTRACT)	$25,886.70	(295732) IMAGETREND, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00030668-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/29/25	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER INVOICE PS-INV116279 RENEWAL OF EXISTING SOFTWARE. PER GSA-GS-35F 365DA. GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 9, 2025 through June 8, 2026. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	SOFTWARE AS FOLLOWS:	1.00 EACH	14631.61000	14631.61
	Additional Description Notes --- Elite HIH FOR YEARLY RENEWAL; 06/09/25-06/08/26 PER INVOICE: PS-INV116279 Vendor Item Inventory Item/Loc 1714			
1	6120.70.15.0000.0000.1510.0000.0000.42115.			14631.61
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00030668-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/29/25	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
002	SOFTWARE AS FOLLOWS:	1.00 EACH	11255.09000	11255.09

Additional Description Notes

Elite HIH Bi Directional Option FOR YEARLY RENEWAL;
06/09/25-06/08/26
PER INVOICE: PS-INV116279
Vendor Item
Inventory Item/Loc 1714

1	6120.70.15.0000.0000.1510.0000.0000.42115.	11255.09

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 25886.70

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00030668-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/29/25	295732				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42115. EMERGENCY MEDICAL SVCS EXP	25886.70	281783.28

SOFTWARE COSTS

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/29/25	DONALD ROSE	Auto approved by: 9105fola
Approved	09/29/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/29/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	09/29/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	09/29/25	ANNE FOLEY	
Approved	09/29/25	JOHN PAINE	Auto approved by: 9105fola
Approved	09/29/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY F – INFORMATION TECHNOLOGY

CONTRACT NUMBER:
GS-35F-365DA

PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
http://www.imagetrend.com/

Contract Administrator
Sherri Leflay
Email: **contracts@imagetrend.com**

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION
IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 511210:	**Software Licenses**
SIN 54151:	**Software Maintenance Services**
SIN 611420:	**Information Technology Training**
SIN 54151ECOM:	**Electronic Commerce and Subscription Services**
SIN OLM:	**Order Level Materials**

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN**: Please see the . pricelist below.

1c . **HOURLY RATE (Services Only):** Please see the labor category descriptions below for . details.

2. MAXIMUM ORDER*:

SIN 511210	$500,000
SIN 54141:	$500,000
SIN 611420:	$250,000
SIN 54151ECOM:	$500,000
SIN OLM:	$250,000

*If the “best value” selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. POINT(S) OF PRODUCTION:

20855 Kensington Blvd
Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist.

7. QUANTITY DISCOUNT(S):

1% for orders equal to or exceeding $150,000;
2% for orders equal to or exceeding $250,000

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

10d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico

12a. **ORDERING ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

13. **PAYMENT ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

14. **WARRANTY PROVISION:** N/A

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT: As Applicable. For more information, please go to http://www.imagetrend.com/**

23. **DUNS NUMBER:** 078407906

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	$113,652.39	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	$9,092.19	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_Saas1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	$6,629.72	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	$1.89	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	$947.10

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Limbaugh Motors Inc for six 2025 or newer Toyota Camry LE sedans for Motor Pool.

Amount of Contract:
$175,635.06

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Limbaugh Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 14 October 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) | John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) | Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Limbaugh Motors Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Limbaugh Motors Inc for six 2025 or newer Toyota Camry LE sedans for Motor Pool.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $175,635.06

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
28401	2025	(F7000) MOTOR POOL	SIX 2025 OR NEWER TOYOTA CAMRY LE SEDANS FOR MOTOR POOL (AL STATE CONTRACT)	$175,635.06	(299999) LIMBAUGH MOTORS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00028401-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
LIMBAUGH MOTORS INC	MOTOR POOL - ATTN: ADAM LYNN
2200 AVENUE T	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35094	AGEET@CITYOFMOBILE.ORG
Tel#2057800500	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	299999				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER TOYOTA CAMRY LE VENDOR TO PROVIDE 2025 CAMRY LE WHITE IN COLOR. AS PER STATE OF ALABAMA CONTRACT MA24000004933 AND YOUR QUOTE Additional Description Notes --- 2025 OR NEWER TOYOTA CAMRY HYBRID LE AS REQUESTED BY 7000-MOTOR POOL	6.00 EACH	28748.51000	172491.06
	1 1000.40.20.2070.2070.2070.0000.0000.45040.			172491.06
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	6.00 EACH	524.00000	3144.00
	Vendor Item Inventory Item/Loc 14009			

Bill To	Requisition 00028401-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LIMBAUGH MOTORS INC	MOTOR POOL - ATTN: ADAM LYNN
2200 AVENUE T	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35094	AGEET@CITYOFMOBILE.ORG
Tel#2057800500	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	299999				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2070.2070.0000.0000.45040.			3144.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 175635.06

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	175635.06	54996.73
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00028401-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
LIMBAUGH MOTORS INC	MOTOR POOL - ATTN: ADAM LYNN
2200 AVENUE T	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35094	AGEET@CITYOFMOBILE.ORG
Tel#2057800500	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	299999				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Toyota Vehicles-Limbaugh Toyota

Type
Master Agreement

Supplier
Limbaugh Toyota, Inc.

Contract Code
MA240000004933

Linked Solicitation
Toyota Vehicle Bid

Sourcing Number
SRC0000022567

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Brett	McDanal	bmcdanal@limbaughtoyota.com	2057800500

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/5/2024

End Date
9/4/2026

Documents

- Toyota_Vehicles-Limbaugh_Toyota_V1.pdf

Items

- State of AlabamaToyota Vehicles - Executive Summary.docx
- Toyota_Vehicle_Terms_and_Conditions.pdf

Item Name	Product Code		UOM
Toyota Camry 4 Door Sedan	2	28,748.51	Each
Toyota Rav 4	4	28,854.86	Each
Toyota Tacoma Double Cab 2WD	10	33,515.00	Each
Toyota Tacoma Double Cab 4WD	11	37,332.00	Each
Toyota Vehicle Options	16	0.00	USD
Toyota Vehicle Delivery	17	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Meltwater News US, Inc., for annual subscription for broadcast & online news and social media monitoring services for Communications Dept.

Amount of Contract:
$20,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251008 Meltwater Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Meltwater News US Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Meltwater News US, Inc., for annual subscription for broadcast & online news and social media monitoring services for Communications Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2647	2026	(4520) COMMUNICATIONS	ANNUAL SUBSCRIPTION FOR BROADCAST & ONLINE NEWS AND SOCIAL MEDIA MONITORING SERVICES FOR COMMUNICATIONS DEPT (PROFESSIONAL SERVICE)	$20,000.00	(296314) MELTWATER NEWS US INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002647-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.4520.4520.0500.0000.0000.42115. Review: Buyer: Status: Released Page 1

Vendor	Ship To
MELTWATER NEWS US INC 225 BUSH ST SUITE 1000 SAN FRANCISCO, CA 94104 Tel#647-258-1734 Fax 415-839-7711	MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 BRANDI.MONTGOMERY@CITYOFMOBILE.ORG Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	296314	10/30/25			COMMUNICATIONS

LN	Description / Account	Qty	Unit Price	Net Price
001	Meltwater FY26 Social & Media Listening Tool Broadcast National & Advanced Suite L2	1.00 EACH	20000.00000	20000.00
1	1000.10.05.4520.4520.0500.0000.0000.42115.			20000.00

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Requisition Link

Requisition Total 20000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.05.4520.4520.0500.0000.0000.42115. COMMUNICATIONS EXP SOFTWARE COSTS	20000.00	64096.01

***** Approval/Conversion Info *****

Bill To	Requisition 00002647-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.4520.4520.0500.0000.0000.42115. Review: Buyer: Status: Released Page 2

Vendor	Ship To
MELTWATER NEWS US INC 225 BUSH ST SUITE 1000 SAN FRANCISCO, CA 94104 Tel#647-258-1734 Fax 415-839-7711	MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 BRANDI.MONTGOMERY@CITYOFMOBILE.ORG Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	296314	10/30/25			COMMUNICATIONS

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Queued 10/08/25 DONALD ROSE			
	Queued 10/08/25 SANDRA LEWIS			
	Queued 10/08/25 STEVEN KRONINGER			
	Queued 10/08/25 SAMANTHA COOLEY			
	Queued 10/08/25 ANNE FOLEY			
	Queued 10/08/25 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to MHC Truck Leasing LLC for six 2026 Hino L7 trash shuttle trucks for Sanitation Dept

Amount of Contract:
$648,450.24

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 MHC Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to MHC Truck Leasing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to MHC Truck Leasing LLC for six 2026 Hino L7 trash shuttle trucks for Sanitation Dept

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $648,450.24

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5978

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
28319	2025	(F7000) MOTOR POOL	SIX 2026 HINO L7 TRASH SHUTTLE TRUCKS FOR SANITATION DEPT (SEALED BID 5978)	$648,450.24	(297661) MHC TRUCK LEASING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00028319-00 FY 2025
ACCOUNTS PAYABLE	PO 25014782
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
MHC TRUCK LEASING LLC	MOTOR POOL - ATTN: ADAM LYNN
11120 TOMAHAWK CREEK PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
LEAWOOD, KS 66211	AGEET@CITYOFMOBILE.ORG
Tel#251-432-4621	Delivery Reference
Fax 251-438-4839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	297661				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER SHUTTLE TRUCK AS FOLLOWS: CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE VENDOR TO PROVIDE 2026 HINO L7 WITH CUMMINS 6.7 260 HP WITH WETLINE KIT AND TRAILER PACKAGE. AS PER CITY OF MOBILE BID #5978 AND YOUR QUOTE.	6.00 EACH	108075.04000	648450.24

Additional Description Notes

2025 OR NEWER SHUTTLE TRUCK AS FOLLOWS: CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE.

1 1000.40.20.2070.2090.2070.0000.0000.45040. 648450.24

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 648450.24

Bill To	Requisition 00028319-00 FY 2025
ACCOUNTS PAYABLE	PO 25014782
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
MHC TRUCK LEASING LLC	MOTOR POOL - ATTN: ADAM LYNN
11120 TOMAHAWK CREEK PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
LEAWOOD, KS 66211	AGEET@CITYOFMOBILE.ORG
Tel#251-432-4621	Delivery Reference
Fax 251-438-4839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	297661				MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	648450.24	900277.94
SANITATION EXP	FLEET VEHICLES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/17/25	JOHN PAINE	GL Allocation changed
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/22/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/22/25	SHONNDA SMITH	
Approved	09/22/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/22/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/22/25	SHONNDA SMITH	
Approved	09/22/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/23/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/23/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/23/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/23/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/23/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/23/25	JOHN PAINE	

Bill To	Requisition 00028319-00 FY 2025
ACCOUNTS PAYABLE	PO 25014782
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
MHC TRUCK LEASING LLC	MOTOR POOL - ATTN: ADAM LYNN
11120 TOMAHAWK CREEK PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
LEAWOOD, KS 66211	AGEET@CITYOFMOBILE.ORG
Tel#251-432-4621	Delivery Reference
Fax 251-438-4839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	297661				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5978
CAB CHASSIS WITH WET LINE KIT AND TRAILER PACKAGE

MHC HINO, LLC	$108,075.04
WARD INTERNATIONAL TRUCKS, LLC	$113,909.00
GULF COAST TRUCKS & EQUIPMENT CO. INC	$116,196.00
EMPIRE TRUCK SALES, LLC	$122, 752.48
RUSH TRUCK CENTER	$131,264.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/21/2025	5978	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 5, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

Appx 2-10

Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.

Year _____ Make _____

Model _____

Engine _____

Hydraulic Kit _____

Trailer Package _____

Provide literature and specifications on product bid.

Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages.

Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.

City of Mobile Business License will be required.

Pricing to be firm for a three (3) month period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for two (2) additional three (3) month periods.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Current or Newer Shuttle Truck with the following MINIMUM specifications:

	Yes	No
GENERAL		
1. AXLE CONFIGURATION 4X2	____	____
2. GVWR Rating 33,000	____	____
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60"	____	____
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet.	____	____
FRAME		
1. TOW HOOKS, FRONT (2) Frame Mounted	____	____
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10. 125" x 3.580"X 0.312", Minimum RBM 1,700,000. Frame assembly huck bolts only. No threaded bolts. No tapered rails.	____	____
3. BUMPER, FRONT Contoured, Steel, Powder Coated	____	____
FRONT AXLE AND SUSPENSION		
1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor MFS-12-122A or equal.	____	____
2. SUSPESION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity Minimum, with Shock Absorbers.	____	____
BRAKES		
1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications	____	____
2. AIR BRAKE ABS (Bendix Antilock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)	____	____

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck ____ ____

4. AIR DRYER Bendix AD-IP with Heater ____ ____

5. AUTOMATIC SLACK ADJUSTERS Font and Rear ____ ____

6. NON-ASBESTOS BRAKE LININGS Front and Rear ____ ____

7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers ____ ____

8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake ____ ____

9. AIR COMPRESSOR 18.7 CFM ____ ____

10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel ____ ____

11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail ____ ____

STEERING

1. STEERING COLUMN Tilting ____ ____

2. STEERING WHEEL 4-Spoke; 18'' Dia., Black ____ ____

3. STEERING GEAR Power (Sheppard M100 or equal) ____ ____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration ____ ____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe ____ ____

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include: Data Link Connector for vehicle programming and diagnostics, Integral headlight Dimmer Switch with Turn Lever, Integral Parking Light with Front Turn Signal and Rear Tail Light, Electric Key Operated Starter Switch, Dual Combination Stop, Turn Tail and Back Up Lights with Reflector, Self-Cancelling Turn Signal Switch with Lane Change Feature, Flush Mounted Front Turn Signals including Reflectors and Auxiliary Side Turn Signals, Solid State Flashers. All lighting can be LED ____ ____
2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor ____ ____
3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity, Mounted Left Side Under Cab ____ ____
4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total Minimum, Top Threaded Stud ____ ____
5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket ____ ____
6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses ____ ____
7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input ____ ____
8. Speakers (2) 6.5'' Dual Cone Mounted in Doors ____ ____
9. HORN, ELECTRIC Disc Style ____ ____
10. HORN, AIR Black, Single, Trumpet, With Lanyard Pull Cord ____ ____
11. HEADLIGHTS LED, Composite Aero Design ____ ____
12. STARTING MOTOR 12-Voly, with Soft-Start ____ ____

FRONT END

1. GRILLE Stationary Chrome ____ ____
2. FRONT END Tilting, Fiberglass, with Three Piece Construction ____ ____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White ____ ____
2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches ____ ____
3. KEYS-Door and Ignition keys should be the same. Provide 4 fully functional keys per truck. ____ ____

ENGINE

1. ENGINE, DIESEL, **(6.7 Cummins Only)** In-Six Cylinder Only, Minimum260HP @2400 RPM,
   Minimum 660 lb.-ft Torque @1600 ____ ____
2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler ____ ____
3. FAN DRIVE Viscous Type, Screw On ____ ____
4. AIR CLEANER with Service Protection Element ____ ____
5. ANTI-FREEZE Red, Extended Lift Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection ____ ____
6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 ____ ____
7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel ____ ____

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control ____ ____

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway ____ ____

2. TRANIMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal ____ ____

3. TRANSMISSION OIL Synthetic ____ ____

4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction ____ ____

5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming ____ ____

6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released ____ ____

7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission ____ ____

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD. ____ ____

2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs ____ ____

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab ____ ____

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab ____ ____

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred. ____ ____

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction. ____ ____

2. AIR CONDITIONER with Integral Heater & Defroster. ____ ____

3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display ____ ____

4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ ____

5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust ____ ____

6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment ____ ____

7. SEAT BELTS, High Visibility Orange ____ ____

8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width ____ ____

9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq. ____ ____

10. CAB INTERIOR TRIM Classic, for Day Cab ____ ____

11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height ____ ____

12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature. ____ ____

13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door ____ ____

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs ____ ____

2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal ____ ____

3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal ____ ____

4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hud-Piloted, Flanged Nut, with Steel Hubs ____ ____

5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service ____ ____

TOW PACKAGE TO CONFIGURED AS

1. WETLINE KIT to include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter on lines from the trailer and another filter between the tank and t the pump inlet, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain two (2) D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders ____ ____

   Hydraulic oil tank shall be no smaller than 20 inches wide x 20 inches tall x 15 inches deep. Tank shall have quarter turn cut off valves at the outlet and inlet to the tank. These valves shall be plumbed into the tank. The valves shall be accessible from side of truck via rods with "D" Handles. ____ ____

2. PTO on/off switch must be assessable from standing outside of truck ____ ____

3. PINTLE HITCH to be SAF-Holland model/part # PH-210RD11
   NO SUBSTITUTE Hitch shall be mounted such that the center point of the hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds. ____ ____

   Vendor to supply pictures of proposed wet line kit if requested ____ ____

   CONCRETE WEIGHT BOX shall be provided empty but secured to the chassis. Box size shall be no less than 16" tall, 48" long and 23" wide. Vendor shall provide a formed lid that will fit over the concrete weight box. Lid not to be attached. City will fill the box and attach the lid Weight box shall be mounted over the center of the rear axle _ ____ ____

   TRAILER CONNECTIONS there shall be connections for air brakes and hydraulic connections for dumping trailer and operating the landing gear ____ ____

   Tow package Must be approved before manufactured and installed ____ ____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis ____ ____

OWNERS MANUAL – Printed and Electronic copy. ____ ____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Nitsom Promotional Manufacturing Corp for 19,500 assorted promotional items for Events Department.

Amount of Contract:
$23,860.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Nitsom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Nitsom Promotional Manufacturing Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nitsom Promotional Manufacturing Corp for 19,500 assorted promotional items for Events Department.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,860.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
28394	2025	(4010) SPECIAL EVENTS	19,500 ASSORTED PROMOTIONAL ITEMS FOR EVENTS DEPARTMENT (PRICE BELOW BID REQUREMENT)	$23,860.00	(297405) NITSOM PROMOTIONAL MANUFACTURING CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER YOUR QUOTE #28394 ON 9/29/25.			
001	TOTE - Tide Twister Folding Tote. Size 16" H x 16" W. Folded Size 5" H x 5" W. Material 190T polyester. The bag has dual integrated handles and folds into the interior pocket of the bag. The item is royal blue and imprinted with the vertical Events logo in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	1.89000	3780.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			3780.00
	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
	Deliver To PARKS & REC - EVENTS DIVISION			

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
002	TOWEL- Recycled Polyester Cooling Sport Towel. Size 32" H x 12" W. Material Recycled polyester (RPET). Towels have hemmed edges, absorbs and retains water, and can be wet and wrung for a cooling effect. Item is blue and imprinted with the vertical Events logo in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	1.66000	3320.00
	1 1000.20.20.4010.4010.2005.0000.0000.44020.			3320.00
	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference NYA KENNEDY			

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
003	SANITIZER - Credit Card Spray Sanitizer. Model: 4imprint Item#112462. Hand sanitizer spray with active ingredient 70% v/v Ethyl Alcohol contained in blue/frosted plastic spray dispenser sized 2-1/8" H x 3-3/8" W x 3/8" D. Volume: 061 fluid ounces. The case is frosted/blue and imprinted with the Events logo in Green. Hand sanitizer spray is unscented. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval by the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	0.39000	780.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			780.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference NYA KENNEDY Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
004	Royal Blue entertaining retractable ballpoint pen with spinner on top of plunger. Easily twirls in hand. Flip over and spin it on its top. Complies with Prop 65. 5 1/4" L x 2" Diameter. Imprint area with Events in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	1500.00 EACH	2.04000	3060.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.20.20.4010.4010.2005.0000.0000.44020.			3060.00

Ship To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
NYA KENNEDY

Deliver To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607

005	Lime Green silicone magnetic phone holder clip organizes cables and supports hands-free phone viewing. Size: 4 18/25" W x 79/100" H. Imprint Area: Safe: 4 47/100" W x 53/100" H. Imprint area with Events in white. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	1500.00 EACH	0.99000	1485.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1485.00

Ship To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
NYA KENNEDY

Deliver To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607

006	Promotional Pet Bag Dispenser. Size: 3" W x 1 3/4" H. Imprint Area: 1 1/10" W x 1 1/10" H. The item is reflex blue and imprinted with the Events logo in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	1500.00 EACH	1.05000	1575.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1575.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference NYA KENNEDY Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
007	Custom 9" Flying Disc in Opaque & Translucent Colors. Size: 9" Diameter. Imprint Area: 5" Diameter. The item is Neon Green and imprinted with the Events logo in reflex blue. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2500.00 EACH	0.64000	1600.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1600.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference NYA KENNEDY Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
008	Royal Blue Collapsible Koozie. Material: Polyester with foam backing. Koozie brand. Standard 12 oz can or bottle, 16 oz can, 16.9 oz plastic bottles. Size (flat): 5" x 4". The item is royal blue and imprinted with the Events logo in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	0.64000	1280.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Converted Page 9

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
SAGINAW, TX 76179	MOBILE, AL 36607
Tel#4168507860	EVENTS@CITYOFMOBILE.ORG
	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1280.00

Ship To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
NYA KENNEDY

Deliver To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607

009	Neon Green Retro Sunglasses Frame Material: Polypropylene. Lens Material: Plastic. Impact-resistant lenses with black tint. UV400 Protection. Size: One size fits most. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	0.77000	1540.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1540.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference NYA KENNEDY Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607			
010	Imprinted Metallic Lip Balm Keychain. Color: Blue. Size: Lip Balm: 1 1/2" diameter, Keychain attachment: 2" L. Imprint Area: Direct Print: 1" W x 3/4" H. The item is blue and imprinted with the Events logo in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	0.83000	1660.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1660.00

Ship To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
NYA KENNEDY

Deliver To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607

011	Square Silicone Straw Topper. Material: Silicone. Reusable. Tethered design. Fits most size tumbler straws. Size: 1" x 1"The item is Lime Green and imprinted with the Events logo in white. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	0.79000	1580.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1580.00

Ship To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
NYA KENNEDY

Deliver To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607

012	Bottle Opener Coaster. Material: Plastic coaster with stainless steel bottle opener. Backing: Foam. Size: 3.25" H x 3.25" W x 1/8" thick. The item is blue and imprinted with the Events logo in lime green. Pricing includes all necessary setup fees, shipping, and handling charges. Artwork provided by City of Mobile. Proof of approval from the City of Mobile is required. Items needed no later than 10/20/25.	2000.00 EACH	1.10000	2200.00

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 13

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.20.20.4010.4010.2005.0000.0000.44020.			2200.00

Ship To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
NYA KENNEDY

Deliver To
PARKS & REC - EVENTS DIVISION
NYA KENNEDY
48 N. SAGE AVE
MOBILE, AL 36607

Requisition Link

Requisition Total 23860.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.44020.	23860.00	11454.56
EVENTS EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	ANNE FOLEY	GL Allocation, GL Allocation c
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/30/25	DONALD ROSE	Auto approved by: 9105fola
Approved	09/30/25	SANDRA LEWIS	Auto approved by: 9105fola

Bill To	Requisition 00028394-00 FY 2025
ACCOUNTS PAYABLE	PO 25014765
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 14

Vendor	Ship To
NITSOM PROMOTIONAL MANUFACTURING CORP	PARKS & REC - EVENTS DIVISION
101 BELMONT ST	NYA KENNEDY
UNIT 79175	48 N. SAGE AVE
	MOBILE, AL 36607
SAGINAW, TX 76179	EVENTS@CITYOFMOBILE.ORG
Tel#4168507860	Delivery Reference
	NYA KENNEDY
	Deliver To
	PARKS & REC - EVENTS DIVISION
	NYA KENNEDY
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	297405				SPECIAL EVENTS

LN	Description / Account		Qty	Unit Price	Net Price
	Approved 09/30/25	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved 09/30/25	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved 09/30/25	ANNE FOLEY			
	Approved 09/30/25	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Nomic Networks, Inc. for annual renewal of Nomic network threat detection services for MIT.

Amount of Contract:
$17,685.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Nomic Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Nomic Networks Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nomic Networks, Inc. for annual renewal of Nomic network threat detection services for MIT.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,685.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement,

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2373	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NOMIC NETWORK THREAT DETECTION SERVICES FOR MIT (PRICE BELOW BID REQUIREMENT)	$17,685.00	(298835) NOMIC NETWORKS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002373-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
NOMIC NETWORKS, INC	MIT
224 W. CAMPBELL RD. STE. 281	651 CHURCH STREET
	MOBILE, AL 36602
RICHARDSON, TX 75080	AS
Tel#972-991-5005 X 101	Delivery Reference
	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/25	298835				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE PER INVOICE #38708.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	Internal Intelligence Unit Managed Threat Detection and Support for internal IIU sensor. S/N N141197	12.00 EACH	303.75000	3645.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			3645.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Insight Upgrade Capture and analysis of flow data. Includes access to IIU HQ for viewing, searching, and analysis of Insight data. *Includes 10% Bundle	12.00 EACH	1170.00000	14040.00

Bill To	Requisition 00002373-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/25	298835				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Discount. S/N N141197			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			14040.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 17685.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	17685.00	4417462.76
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/02/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/02/25	SCOTT KEARNEY	
Approved	10/02/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	10/03/25	DONALD ROSE	Auto approved by: 9105fola

Bill To	Requisition 00002373-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/25	298835				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	10/03/25	ANNE FOLEY			
	Approved	10/03/25	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Parish Tractor Company LLC for Bandit Intimidator 12XC towable drum-style wood-chipper for Urban Forestry.

Amount of Contract:
$50,197.60

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Parish Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Parish Tractor Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Parish Tractor Company LLC for Bandit Intimidator 12XC towable drum-style wood-chipper for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $50,197.60

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5993

How many bidders received bid packages (if applicable): 15 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26365	2025	(F7000) MOTOR POOL	BANDIT INTIMIDATOR 12XC TOWABLE DRUM -STYLE WOOD-CHIPPER FOR URBAN FORESTRY (SEALED BID 5993)	$50,197.60	((297571) PARISH TRACTOR COMPANY LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026365-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PARISH TRACTOR COMPANY LLC	MOTOR POOL - ATTN: ADAM LYNN
22463 STATE HWY 59 S	770 GAYLE STREET
	MOBILE, AL 36604
ROBERTSDALE, AL 36567	AGEET@CITYOFMOBILE.ORG
USA	
Tel#2519474171	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	BRUSH CHIPPER AS FOLLOWS: VENDOR TO PROVIDE BANDIT MODEL 12XC BRUSH AND WOOD CHIPPER AS PER CITY OF MOBILE BID #5993 AND YOUR QUOTE	1.00 EACH	50197.60000	50197.60

Additional Description Notes

BRUSH CHIPPER AS FOLLOWS:

NEW VEMEER BC1000XL BRUSH CHIPPER;12" CAPACITY DRUM STYLE BRUSH CHIPPER INCLUDES 74 HP DEUTZ TD2.9L DIESEL ENGINE; ISOLATED ENGINE AND CUTTER HOUSING; 12"x 17" FEED OPENING; HIGH COOLANT TEMPERATURE AND LOW OIL PRESSURE AUTOMATIC SHUTDOWN; LED TRAILER LIGHTING; LIVE HYDRAULICS; HORIZONTAL FEED ROLLER; SMARTFEED; ECO IDLE; 25 GALLON FUEL TANK; LOCKABLE STEEL ENGINE SHIELDS; JACK AND INFEED TABLE WITH LOWER FEED STOP BAR; 5200 LBS TORFLEX AXLE WITH ELECTRIC BRAKES; TELESCOPING TONGUE; PINTL HITCH; BREAKAWAY SWITCH AND 6-BOLT ST235/80R16 LRE;BASIC DISCHARGE DEFLECTOR; SINGLELEYER INFEED CURTAIN AND STANDARD DISCHARGE CHUTE; MULTIFUNCTION ELECTRONIC DISPLAY AND FUEL GAUGE.

AS REQUESTED BY 2018-URBAN FORESTRY

1	1000.40.20.2070.2086.2070.0000.0000.45040.	50197.60

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Bill To	Requisition 00026365-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
PARISH TRACTOR COMPANY LLC 22463 STATE HWY 59 S ROBERTSDALE, AL 36567 USA Tel#2519474171	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 50197.60

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	50197.60	918123.94
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
CCancelled	09/30/25	JOHN PAINE	Requisition item removed chang
CCancelled	09/30/25	JOHN PAINE	Requisition item removed chang
Approved	06/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/24/25	SHONNDA SMITH	
Approved	06/24/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/30/25	MATTHEW ANDERSON	Automatic Forward to 9105paij
Queued	09/30/25	SHONNDA SMITH	Automatic Forward to 9105paij
Queued	09/30/25	CHERI BOUCHER	Automatic Forward to 9105paij
Pending		MATTHEW ANDERSON	Automatic Forward to 9105paij
Pending		SHONNDA SMITH	Automatic Forward to 9105paij
Pending		CHERI BOUCHER	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij

Bill To	Requisition 00026365-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 3

Vendor	Ship To
PARISH TRACTOR COMPANY LLC 22463 STATE HWY 59 S ROBERTSDALE, AL 36567 USA Tel#2519474171	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	297571				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	STEVEN KRONINGER		Automatic Forward to 9105paij	
	Pending	SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Pending	ANNE FOLEY		Automatic Forward to 9105paij	
	Pending	JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5993
TRAILER MOUNTED BRUSH AND WOOD CHIPPER

VENDOR	PARISH TRACTOR	VERMEER
BRAND	Bandit 12XL	Vermeer BC1000XL
PRICE	$50,197.60	$59,382.32
DELIVERY	180 Days	30 Days

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5993	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRAILER MOUNTED BRUSH AND WOOD CHIPPER** 2025 or Newer Trailer Mounted Brush and Wood Chipper as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) trailer mounted brush and wood chipper. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. A cone of silence is in effect on this bid. Do NOT contact City Employees with questions. All questions must be emailed to purchasing@cityofmobile.org.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRAILER MOUNTED BRUSH AND WOOD CHIPPER

12" CAPACITY DRUM STYLE BRUSH CHIPPER

2.7l DIESEL ENGINE, 4 CYLINDER, LIQUID COOLED ECO IDLE

25 GALLON FUEL TANK

LOCKABLE STEEL ENGINE SHIELDS

ISOLATED ENGINE AND CUTTER HOUSING

LIVE HYDRAULIC

MULTIFUNCTION ELECTRONIC DISPLAY AND FUEL GAUGE

HIGH COOLANT TEMPERATURE AND LOW OIL PRESSURE AUTOMATIC SHUTDOWN

5200 LBS TORFLEX AXLE WITH ELECTRIC BRAKES

TELESCOPING TONGUE

PINTLE HITCH

BREAKAWAY SWITCH

6-BOLT RIMS WITH ST235/80/R16 LRE TIRES OR EQUAL

LED TRAILER LIGHTING

12"CAPACITY DRUM STYLE BRUSH CHIPPER

12"x17" FEED OPENING

HORIZONTAL FEED ROLLER

JACK AND INFEED TABLE WITH LOWER FEED STOP BAR

DISCHARGE CHUTE WITH DEFLECTOR

SINGLE LAYER INFEED CURTAIN

PROVIDE OPERATOR MANUALS AND MAINTENANCE AND PARTS MANUALS

MIMUNUM 2 YEAR WARRANTY

INCLUDE A 500 HOUR MANUFACTURERS SERVICE OF UNIT

DISCHARGE DEFLECTOR; SINGLE LAYER INFEED CURTAIN AND STANDARD DISCHARGE CHUTE

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Parish Tractor Company LLC for Bandit SG-75 track-mounted self-propelled stump grinder with remote control for Urban Forestry.

Amount of Contract:
$75,561.20

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Parish2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Parish Tractor Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Parish Tractor Company LLC for Bandit SG-75 track-mounted self-propelled stump grinder with remote control for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $75,561.20

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5998

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26466	2025	(F7000) MOTOR POOL	BANDIT SG-75 TRACK-MOUNTED SELF-PROPELLED STUMP GRINDER WITH REMOTE CONTROL FOR URBAN FORESTRY (SEALED BID 5998)	$75,561.20	(297571) PARISH TRACTOR COMPANY LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026466-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PARISH TRACTOR COMPANY LLC	MOTOR POOL - ATTN: ADAM LYNN
22463 STATE HWY 59 S	770 GAYLE STREET
	MOBILE, AL 36604
ROBERTSDALE, AL 36567	AGEET@CITYOFMOBILE.ORG
USA	
Tel#2519474171	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	STUMP GRINDER WITH REMOTE CONTROL AS FOLLOWS: VENDOR TO PROVIDE BANDIT SG-75 AS PER CITY OF MOBILE BID #5998 AND YOUR QUOTE Additional Description Notes --- STUMP GRINDER AS FOLLOWS: VEMEER SC70TX STUMP CUTTER W/REMOTE CONTROL SC70TX11VP-VALUE PACKAGE W/JOYSTICK CAT T4F RUBBER TRACKED, SELF PROPELLED STUMP CUTTER W/OPERATOR PRESENCE SYSTEM; ELECTRIC OVER HYDRAULIC JOYSTICK CONTROLS W/SWING-OUT CONTROL STATION; SMARTSWEEP; RUBBER CURTAINS;TOOL COMPARTMENT; VERMEER CUTTING SYSTEM; CAT C2.2 67HP TIER 4F/STAGE V ENGINE AS REQUESTED BY 2018-URBAN FORESTRY	1.00 EACH	75561.20000	75561.20
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			75561.20

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

Bill To	Requisition 00026466-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
PARISH TRACTOR COMPANY LLC 22463 STATE HWY 59 S ROBERTSDALE, AL 36567 USA Tel#2519474171	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
Requisition Link				
	Requisition Total			75561.20

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	75561.20	25332.58

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	75561.20	918123.94

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	06/25/25	SHONNDA SMITH	
Approved	06/25/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/26/25	BRENDA RHODES	
Approved	06/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/26/25	RELYA MALLORY	Auto approved by: 910511034
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/29/25	SHONNDA SMITH	Automatic Forward to 9105paij
Queued	09/29/25	CHERI BOUCHER	Automatic Forward to 9105paij
Pending		BRENDA RHODES	Automatic Forward to 9105paij
Pending		TIFFANY HOLLINS	Automatic Forward to 9105paij
Pending		RELYA MALLORY	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij

Bill To	Requisition 00026466-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
PARISH TRACTOR COMPANY LLC 22463 STATE HWY 59 S ROBERTSDALE, AL 36567 USA Tel#2519474171	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	297571				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	STEVEN KRONINGER		Automatic Forward to 9105paij	
	Pending	SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Pending	ANNE FOLEY		Automatic Forward to 9105paij	
	Pending	JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5998
TRACKED STUMP GRINDER WITH REMOTE CONTROL

VENDOR	**Parish Tractor**	**Vermeer**
BRAND	Bandit SG-75	Vermeer SC70TX
DELIVERY	100 Days	30 Days
PRICE	$75,561.20	$88,632.88

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5998	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 ea.	**TRACKED STUMP GRINDER WITH REMOTE CONTROL** 2025 or Newer Tracked Stump Grinder with Remote Control as per the following and attached specifications. Make_____ Model_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) tracked stump grinder with remote control. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training, and four (4) hours training for City crews to maintain the grinder. Include cost of the title application in your price.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ALL OR NONE.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

STUMP CUTTER WITH REMOTE CONTROL

RUBBER TRACKED

SELF PROPELLED STUMP CUTTER W/OPERATOR PRESENCE SYSTEM

LENGTH: 130 IN. MINIMUM

WIDTH: 48 IN.

HEIGHT: NO MORE THAN 75"

WEIGHT: 3900 LBS (1769 KG)

ELECTRIC OVER HYDRAULIC JOYSTICK CONTROLS

SWING-OUT CONTROL STATION

OPERATOR VISION SHIELD DESCRIPTION: ABRASION-RESISTANT COATED POLYCARBONATE

CUTTER WHEEL DIAMETER WITHOUT TEETH: APPX. 22"

CUTTER WHEEL CUT ABOVE GROUND: 27 IN.

CUTTER WHEEL CUT BELOW GROUND: 16 IN.

CUTTER WHEEL GUARD

CHIP CONTAINMENT: 23 CU.FT.

CONTROLLER: REMOTE, HAND-HELD, WIRELESS

RUBBER CURTAINS

TOOL COMPARTMENT

CAT OR EQUAL DIESEL ENGINE, MINIMUM 60 HP ENGINE

VENDOR TO PROVIDE A MIMINUM OF 8 OURS TRAING ON USE OF MACHINE AND MIMINUM OF 4 HOURS TRAINING FOR CITY GARAGE STAFF TO MAINTAIN UNIT.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders to Port City Trailers Inc for seven various trailers for Parks, Traffic Engineering, Urban Forestry, and Tennis Center.

Amount of Contract:
Total of all $48,163.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251007 Port Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Port City Trailers, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Port City Trailers Inc for seven various trailers for Parks, Traffic Engineering, Urban Forestry, and Tennis Center.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Total of all $48,163.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6002

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Low bidder had not obtained business license by time needed for award.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
22480, 26518, 26855, 29586, 29860, 30000 30032,	2025	(F7000) MOTOR POOL	SEVEN VARIOUS TRAILERS FOR PARKS DEPT, TRAFFIC ENGINEERING, URBAN FORESTRY, AND TENNIS CENTER (SEALED BID 6002)	$48,163.00	(165626) PORT CITY TRAILERS INC

Adopted:

_____
City Clerk

From REQUISITION 22480

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 25014776-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
PORT CITY TRAILERS INC
299 N SCHILLINGER RD
MOBILE, AL 36608

SHIP TO
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-633-2074		SANDRA LEWIS	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/30/2025	165626			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	TITLDECK TRAILER FOR SWEEPER BID #6002 LINE 6				
1	TITL DECK TRAILER TANDEM AXLE AS FOLLOWS: 22' X 83" 14K TILT DECK TRAILER, 18 FOOT TILT 4 FOOT FIXED PLATFORM, ELECTRIC BRAKES ON BOTH AXLES VENDOR TO PROVIDE TOP HAT TC14 AS PER CITY OF MOBILE BID #6002 AND YOUR QUOTE LINE 6	1.0	EACH	$8,397.00	$8,397.00
2	LINE DELETED 4X8EZ DUMP BODY MOUNTED ON TRAILER AS ONE UNIT W/ BATTERY 110V INTERSTATE;SOLAR & 12V CHARGER	1.0	EACH	$0.00	$0.00
3	LINE DELETED SPARE TIRE FOR TRAILER AS REQUESTED BY 2012-PARKS	1.0	EACH	$0.00	$0.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$8,397.00**

Bill To	Requisition 00026518-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	7'x20' UTILITY TRAILER AS FOLLOWS: 7'X20' SOLID STEEL BOTTOM AND SIDES; GVRW-9990LBS.; GAWR (EA. AXLE)-5200LBS.; CARGO CAPACITY-7610LBS.; DECK-1/8" STEEL; DECK HEIGHT-20"; TONGUE LENGTH-45 1/2"; CARGO BED-240" REAR TO FRONT; SIDES ARE 15" MINIMUM; AXLXES-2-5200LBS CAMBERED AXLES W/LUBRICATING HUBS;SUSPENSION-MULTI-LEAF SPRING W/EQUALIZER;COUPLER-ADJUSTABLE MILITARY STYLE PINTL RING IN CHANNEL;SAFETY CHAINS-1/4" GRADE 70W/SAFETY LATCK HOOK (2EA);JACK-8000LBS SET-BACK, DROP LEG JACK; FRAME-5"x3" x 1/4" ANGLE; CROSS MEMBERS-3"x2"x3/16" ANGLE; FLOOR-SOLID STEEL; SIDES-SOLID STEEL; FENDERS-9"x72" TEAR DROP,SMOOTH WITH BACK;RAMP-4'EXPANDED METAL DROP DOWN GATE;TRAILER PLUG-7WAY;LIGHTS-LED D.O.T. STOP, TAIL, TURN AND CLEARANCE;WIRING-GROMMET MOUNTED LIFETIME LED LIGHTING;TIRES-ST225/75R-15 LOAD RANGE D; BOLT PATTERN-6 BOLT;SPARE MOUNT-SIDE SPARE TIRE MOUNT	1.00 EACH	7741.00000	7741.00

Bill To	Requisition 00026518-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	W/TIRE; PAINT MTYPE-PROFESSIONAL FINISH W/PRIMER STANDARD;PAINT COLOR-BLACK; TIE DOWNS-5/8" D-RING, 5 ALONG EACH SIDE STARTING AT CORNERS SPACED EVERY 48" VENDOR TO PROVIDE TOP HAT HP10 AS PER YOUR RESPONSE TO CITY OF MOBILE BID #6002 ON LINE 5 AS PER CITY OF MOBILE BID #6002 AND YOUR QUOTE ON LINE 5			

Additional Description Notes

7'x20' UTILITY TRAILER AS FOLLOWS:
7'X20' SOLID STEEL BOTTOM AND SIDES; GVRW-9990LBS.; GAWR (EA. AXLE)-5200LBS.; CARGO CAPACITY-7610LBS.; DECK-1/8" STEEL; DECK HEIGHT-20"; TONGUE LENGTH-45 1/2"; CARGO BED-240" REAR TO FRONT; SIDES ARE 15" MINIMUM; AXLXES-2-5200LBS CAMBERED AXLES W/LUBRICATING HUBS;SUSPENSION-MULTI-LEAF SPRING W/EQUALIZER;COUPLER-ADJUSTABLE MILITARY STYLE PINTL RING IN CHANNEL;SAFETY CHAINS-1/4" GRADE 70W/SAFETY LATCK HOOK (2EA);JACK-8000LBS SET-BACK, DROP LEG JACK; FRAME-5"x3" x 1/4" ANGLE; CROSS MEMBERS-3"x2"x3/16" ANGLE; FLOOR-SOLID STEEL; SIDES-SOLID STEEL; FENDERS-9"x72" TEAR DROP,SMOOTH WITH BACK;RAMP-4'EXPANDED METAL DROP DOWN GATE;TRAILER PLUG-7WAY;LIGHTS-LED D.O.T. STOP, TAIL, TURN AND CLEARANCE;WIRING-GROMMET MOUNTED LIFETIME LED LIGHTING;TIRES-ST225/75R-15 LOAD RANGE D; BOLT PATTERN-6 BOLT;SPARE MOUNT-SIDE SPARE TIRE MOUNT W/TIRE; PAINT MTYPE-PROFESSIONAL FINISH W/PRIMER STANDARD;PAINT COLOR-BLACK; TIE DOWNS-5/8" D-RING, 5 ALONG EACH SIDE STARTING AT CORNERS SPACED EVERY 48"

AS REQUESTED BY 2060-TRAFFIC ENGINEERING

Bill To	Requisition 00026518-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E E0154 .CAPEQUIPMT. .			7741.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

002	ITEM DELETED	1.00 EACH	0.00000	0.00

Additional Description Notes

SPARE TIRE

AS REQUESTED BY 2060-TRAFFIC ENGINEERING

1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E E0154 .CAPEQUIPMT. .			.00

Bill To	Requisition 00026518-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 7741.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	7741.00	6350.24

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	7741.00	41141.17

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	06/26/25	SHONNDA SMITH	
Approved	06/26/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026518-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	165626				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	SHONNDA SMITH			
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	06/27/25	BRENDA RHODES			
	Approved	06/27/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/27/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	10/01/25	BRENDA RHODES			
	Approved	10/01/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	10/01/25	RELYA MALLORY		Auto approved by: 910511034	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00026855-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
MOBILE, AL 36608	MOBILE, AL 36604
Tel#251-633-2074	AGEET@CITYOFMOBILE.ORG
	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	7 x 20 TANDEM AXLE, 7000 GVW TRAILER W/DOVE TAIL, VENDOR TO PROVIDE PORT CITY TRAILER MODEL 20HDCH AS PER CITY OF MOBILE BID #6002 LINE 7.	1.00 EACH	3110.00000	3110.00
	Additional Description Notes			
	7 x 12 BYE-RITE TRAILER W/DOVE TAIL 2" BALL			
	AS REQUESTED BY 2060-TRAFFIC ENG.			
1	1000.40.20.3005.2060.3005.0000.0000.45040.			3110.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 3110.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00026855-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 2

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
MOBILE, AL 36608	MOBILE, AL 36604
Tel#251-633-2074	AGEET@CITYOFMOBILE.ORG
	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.	3110.00	41141.17
TRAFFIC ENGINEERING EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	07/02/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/02/25	SHONNDA SMITH	
Approved	07/02/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	10/03/25	DONALD ROSE	Auto approved by: 9105paij
Approved	10/03/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/03/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/03/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/03/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	10/03/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00029586-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2004.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	24FT TRAILER 24' TOTAL BED LENGTH 83" WIDTH (INSIDE WHEELS) 3"x 4" x 1/4" ANGLE 3" C-CHANNEL CROSS MEMBERS, 24" ON CENTER FRONT & SIDE TOP RAILS SHALL CONSIST OF 3"x 2" TUBING, THE UPRIGHT FOR THE TOP RAIL SHALL BE 3"X 2" ANGLE THE SIDE TOP RAILS SHALL RUN ACROSS THE TOP OF THE FENDERS, BUT NOT TOUCH THE FENDERS D-RINGS ON BOTH SIDES, 48" ON CENTER TRAILER DECK SHALL CONSIST OF 2" THICK TREATED LUMDER-GROUND CONTACT RAMP: FRAME 1 1/2" X 1 1/2, 11-GAUGE SQUARE TUBING, 48" TALL;WITH CROSS BRACING;TO ALLOW 2 1.5FT GOLF CARTS TO BE LOADED 9" x 3/4" EXPANDED METAL; FIRST 12" FROM HINGES END TO BE SOLID 11-GAUGE DIAMOND ,PLATE RAMP TO HAVE A GORILLA LIFT TO ASSIST IN RAISING THE LOADING RAMP DIAMOND PLATE FENDERS 12" x 2" ELECTRIC BRAKES ON BOTH AXLES 2-5200LB RATED AXLES F4-225 x 15, 8-PLY TIRES 2" BALL HITCH BULLDOG STYLE 7000LB. WEIGHT RATED TRAILER TONGUE, JACK STAND LED D.O.T APPROVED LIGHTING REFLECTIVE TAPE ON SIDES AND REAR ACRYLIC BLACK COATING UNDERCOAT	1.00 EACH	7371.00000	7371.00

Bill To	Requisition 00029586-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2004.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	FRAME TRAILER WIRING TO MATCH TRUCK WIRING 7K DROP LEG JACK SAFETY CHAINS SPARE TIRE WITH MOUNT VENDOR IS TO PROVIDE TOP HAT #24HP AS PER CITY OF MOBILE BIDS #6002 AND YOUR QUOTE TRAILER #4			

Additional Description Notes

24FT TRAILER FOR GOLF CARTS AS FOLLOWS:

24' TOTAL BED LENGTH
83" WIDTH (INSIDE WHEELS)
3"x 4" x 1/4" ANGLE
3" C-CHANNEL CROSS MEMBERS, 24" ON CENTER
FRONT & SIDE TOP RAILS SHALL CONSIST OF 3"x 2" TUBING, THE UPRIGHT FOR THE TOP RAIL SHALL BE 3"X 2" ANGLE
THE SIDE TOP RAILS SHALL RUN ACROSS THE TOP OF THE FENDERS, BUT NOT TOUCH THE FENDERS
D-RINGS ON BOTH SIDES, 48" ON CENTER
TRAILER DECK SHALL CONSIST OF 2" THICK TREATED LUMDER-GROUND CONTACT
RAMP: FRAME 1 1/2" X 1 1/2, 11-GAUGE SQUARE TUBING, 48" TALL;WITH CROSS BRACING;TO ALLOW 2 1.5FT GOLF CARTS TO BE LOADED 9" x 3/4" EXPANDED METAL;
FIRST 12" FROM HINGES END TO BE SOLID 11-GAUGE DIAMOND ,PLATE
RAMP TO HAVE A GORILLA LIFT TO ASSIST IN RAISING THE LOADING RAMP
DIAMOND PLATE FENDERS
12" x 2" ELECTRIC BRAKES ON BOTH AXLES
2-5200LB RATED AXLES
F4-225 x 15, 8-PLY TIRES
2" BALL HITCH BULLDOG STYLE
7000LB. WEIGHT RATED TRAILER TONGUE, JACK STAND

Bill To	Requisition 00029586-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2004.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved Page 3

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	LED D.O.T APPROVED LIGHTING REFLECTIVE TAPE ON SIDES AND REAR ACRYLIC BLACK COATING UNDERCOAT FRAME TRAILER WIRING TO MATCH TRUCK WIRING 7K DROP LEG JACK SAFETY CHAINS OPTIONAL SPARE TIRE AS REQUESTED BY 2025-PARKS & REC			
1	1000.50.20.2030.2004.2005.0000.0000.45040.			7371.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 7371.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.20.2030.2004.2005.0000.0000.45040.		

Bill To	Requisition 00029586-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2004.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	165626				MOTOR POOL

Account	Amount	Remaining Budget
	7371.00	54995.85
TEEN PROGRAMS	FLEET VEHICLES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	08/29/25	MATTHEW ANDERSON	
Approved	08/29/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/29/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/29/25	KIM CARMODY	
Approved	08/29/25	DANIEL OTTO	Auto approved by: 910520521
Approved	10/01/25	KIM CARMODY	Auto approved by: 91055604
Approved	10/01/25	DANIEL OTTO	
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	10/02/25	DONALD ROSE	Auto approved by: 9105paij
Approved	10/02/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/02/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/02/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/02/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	10/02/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

From REQUISITION 29860

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 25014773-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
PORT CITY TRAILERS INC
299 N SCHILLINGER RD
MOBILE, AL 36608

SHIP TO
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-633-2074		JOHN PAINE	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/30/2025	165626			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	TRAILER/TILT-BED TRAILER-22' BID #6002 LINE 3				
1	TRAILER/TILT-BED TRAILER-22 FOOT , 14,000 GVW AS PER THE FOLLOWING Trailer width: 83 (between fenders) Deck length: 22 ft (approx. 16 ft tilt + 6 ft stationary front deck) GVWR: 14,000 lb Trailer empty weight: 3,660 lb Payload capacity: 10,340 lb Construction & Features Frame: 6 channel frame Deck: stationary front portion + rear tilt platform with hydraulic dampening and control valve Tilt angle: approx. 12° Fenders: removable diamond-plate steel Coupling & Tongue Adjustable 14K cast 2-5/16 ball coupler Fold-back or wrap-around tongue with raised coupler option Axles, Suspension & Brakes Two 7,000 lb drop (cambered) Dexter/Lippert axles Electric brakes on both axles Suspension: multi-leaf slipper springs with equalizer Jack: 12,000 lb drop-leg, side-wind Standard Equipment & Safety Hydraulic dampening system with EZ-pedal latch Rub-rail and tie-down pockets along the sides LED lighting with sealed wiring harness Break-away system with charger Spare tire mount included VENDOR TO PROVIDE TOP HAT MODEL CT14 AS PER YOUR RESPNSE TO CITY OF MOBILE BID #6002 LINE 3 AS PER CITY OF MOBILE BID #6004 AND YOUR QUOTE ON LINE 3	1.0	EACH	$8,497.00	$8,497.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$8,497.00**

From REQUISITION 30000

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 25014778-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
PORT CITY TRAILERS INC
299 N SCHILLINGER RD
MOBILE, AL 36608

SHIP TO
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-633-2074		SANDRA LEWIS	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/30/2025	165626			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	22 FT 14K TILT DECK TRAILER BID #6002 LINE 6				
1	TRAILER, 22 FOOT, TANDEM AXLE, TILT DECK WITH FIXED PLATFORM, AS PER OUR SPECIFICATIONS. VENDOR TO PROVIDE TOP HAT TC14. AS PER CITY OF MOBILE BID #6002 AND YOUR QUOTE FOR TRAILER LINE 6	1.0	EACH	$8,397.00	$8,397.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$8,397.00**

From REQUISITION 30032

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 25014772-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
PORT CITY TRAILERS INC
299 N SCHILLINGER RD
MOBILE, AL 36608

SHIP TO
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-633-2074		JOHN PAINE	JACKIE BYERLEY - MOBILE TENNIS CENTER

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/30/2025	165626			MOBILE TENNIS CENTER

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	15FT TRAILER BID #6002 LINE #1				
1	15FT LENGTH, 83" WIDTH, 4 X 8 X1/2ANGLED MAINFRAME, 3 C-CHANEL CROSS MEMBERS, 24" ON CENTER, FRONT STOP RAIL/BUMPER,(HEADACHE RACK) 2X2 SQUARE TUBING TOP RAIL ON SIDES, AS PER CITY OF MOBILE BID #6002 AND YOUR RESPONSE TO LINE #1 VENDOR TO PROVIDE PORT CITY TRAILER MODEL HDPCTEH AS PER CITY OF MOBILE BID #6002 AND YOUR RESPONSE TO LINE #1	1.0	EACH	$4,650.00	$4,650.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$4,650.00**

BID TABULATION FOR BID #6002
VARIOUS TRAILERS

VENDOR	Bye-Right Trailers	Chaves Brothers Management	Port City Trailers	Phoenix Contracting
1	$3,500.00	---	$4,650.00	$8,750.00
2	$6,000.00	---	---	$9,860.00
3	$8,900.00	$10,898.99	$8,497.00	$11,820.00
4	$6,900.00	---	$7,371.00	$10,647.00
5	$6,200.00	---	$7,741.00	$17,290.00
6	$8,900.00	$10,898.99	$8,397.00	$11,820.00
7	$3,950.00	---	$3,110.00	$10,900.00

ADDENDUM 3

September 24, 2025

RE: CITY OF MOBILE BID #6002 FOR VARIOUS TRAILERS, LIGHT AND HEAVY DUTY

Please consider this to be Addendum 3 to City of Mobile Bid #6002 for Various Trailers, Light and Heavy Duty

TRAILER #2

DELETE

Tilting Deck on Page 1 of Bid

CHANGE

GVW Rating on specification sheet to 12,000-LB GVW.

Provide appropriate axles with rating to meet the 12,000-LB GVW rating of the trailer.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

ADDENDUM 2

September 23, 2025

RE: CITY OF MOBILE BID #6002 FOR VARIOUS TRAILERS, LIGHT AND HEAVY DUTY

Please consider this to be Addendum to City of Mobile Bid #6002 for Various Trailers, Light and Heavy Duty

DELETE

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6002	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

VARIOUS TRAILERS
LIGHT AND HEAVY DUTY

Appx 1-2

Trailer #1
15-FT, 6000LB GVW Single Axle Trailer with Electric Brakes as per the following and attached specifications.

Make_____ Model_____

Appx 1-2

Trailer #2
15-FT, 12,000LB GVW Dual Axle, Tilting Deck Trailer with Loading Ramp as per the following and attached specifications.

Make_____ Model_____

Appx 1-2

Trailer #3
22-FT, 14,000LB GVW Dual Axle, Tilting Deck Trailer with as per the following and attached specifications.

Make_____ Model_____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4						
Appx 1-2	Trailer #4 24-FT, 12,000LB GVW Dual Axle, Loading Ramp/Gate as per the following and attached specifications. Make_____ Model_____						
Appx 1-2	Trailer #5 7'x 20', 9,990LB GVW Dual Axle, with solid metal bottom (deck) and sides, with ramp as per the following and attached specifications. Make_____ Model_____						
Appx 1-2	Trailer #6 22' Bed, 14,000LB GVW Dual Axle, Tilt Deck Trailer with fixed Platform, as per the following and attached specifications. Make_____ Model_____						
Appx 1-2	Trailer #7 7'x 20' Tandem Axle, 7,000LB GVW, Trailer with Dovetail, as per the following and attached specifications. Make_____ Model_____						
	Vendor to provide literature and specifications on trailer (s) quoted. Upon award, the City will purchase one (1) each of the above trailers as budget allows. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4					
	Include cost of the title application in your price.					
	A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.					
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 4 of 4					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
	If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
	Pricing to be firm for a three (3) month period following award.					
	TO BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Trailer #1

15 Foot Trailer Minimum Specifications

- 15 ft. length
- 83" width
- 4" x 8" x 1/2" angled mainframe
- 3" c-channel cross members, 24" on center
- front stop rail/bumper (headache rack)
- 2" x 2" square tubing top rail on sides
- 2" x 8" #2 treated pine floor
- 4 D-rings spaced on sides for securing loads
- ramp: frame 1 ½" x 1 ½", 11 gauge square tubing; 48" tall; with cross bracing; 9" x 3/4" expanded metal; first 12" from hinges end to be solid 11 gauge diamond checkerplate; spring loaded
- diamond checkerplate fenders
- 12" x 2" electric brakes
- single 5200 lb. wt. rated axle
- two (2) 6-lug hubs
- two (2) 225 x 15, 8-ply tires
- 2" adjustable (raise/lower) ball coupler
- swing type jack
- D.O.T. approved lighting
- acrylic enamel black paint with hardener
- undercoated frame
- reflector tape on sides and rear
- City truck to be wired for lights and electric brakes

Trailer #2

16' Trailer Specifications

- 16' total bed length
- 2" x 8" treated lumber floor
- 21' maximum total length
- 83" width (inside wheels)
- 3"x4"x1/4" angle main frame
- 3" C-Channel cross members, 24' on center
- Front & Side Rails 2"x3"
- Side rails 12" height with sheet metal sides
- Removable 48" section of side rail, on side at front corner, secured with pins
- D-rings on three sides, 24" on center
- Ramp: Frame 1 ½" x1 ½", 11- gauge square tubing, 60" tall; with cross bracing; to allow zero turn mowers to be loaded
- 9"x ¾" expanded metal; first 12" from hinges end to be solid 11-gauge diamond plate, gorilla lift.
- Diamond plate fenders
- 12"x2" electric brakes
- 2-5200lb rated axles
- F4- 225x15, 8-ply tires with spare tire mounted on side
- 2" ball hitch bulldog style
- 7,000 lb weight rated trailer tongue, jack stand
- D.O.T approved led lighting & reflective tape on sides and rear
- Lighting wire to be enclosed in frame or conduit
- Acrylic enamel black paint with hardener
- Undercoat frame
- Trailer wiring to match truck wiring
- Safety chains, minimum 34"
- 7,000 lb. drop leg jack

Trailer #3

Dimensions & Capacity

Trailer width: 83" (between fenders)

Deck length: 22 ft (approx. 16 ft tilt + 6 ft stationary front deck)

GVWR: 14,000 lb

Trailer empty weight: ~3,660 lb

Payload capacity: ~10,340 lb

Construction & Features

Frame: 6" channel frame

Deck: stationary front portion + rear tilt platform with hydraulic dampening and control valve

Tilt angle: approx. 12°

Fenders: removable diamond-plate steel

Coupling & Tongue

Adjustable 14K cast 2-5/16" ball coupler

Fold-back or wrap-around tongue with raised coupler option

Axles, Suspension & Brakes

Two 7,000 lb drop (cambered) Dexter/Lippert axles

Electric brakes on both axles

Suspension: multi-leaf slipper springs with equalizer

Jack: 12,000 lb drop-leg, side-wind

Standard Equipment & Safety

Hydraulic dampening system with EZ-pedal latch

Rub-rail and tie-down pockets along the sides

LED lighting with sealed wiring harness

Break-away system with charger

Spare tire mount included

Trailer #4

24FT TRAILER

24' TOTAL BED LENGTH

83" WIDTH (INSIDE WHEELS)

3"x 4" x 1/4" ANGLE

3" C-CHANNEL CROSS MEMBERS, 24" ON CENTER

FRONT & SIDE TOP RAILS SHALL CONSIST OF 3"x 2" TUBING, THE UPRIGHT FOR THE TOP RAIL SHALL BE 3"X 2" ANGLE

THE SIDE TOP RAILS SHALL RUN ACROSS THE TOP OF THE FENDERS, BUT NOT TOUCH THE FENDERS

D-RINGS ON BOTH SIDES, 48" ON CENTER

TRAILER DECK SHALL CONSIST OF 2" THICK TREATED LUMDER-GROUND CONTACT

RAMP: FRAME 1 1/2" X 1 1/2, 11-GAUGE SQUARE TUBING, 48" TALL;WITH CROSS BRACING; 9" x 3/4" EXPANDED METAL; FIRST 12" FROM HINGES END TO BE SOLID 11-GAUGE DIAMOND ,PLATE

RAMP TO HAVE A GORILLA LIFT TO ASSIST IN RAISING THE LOADING RAMP

DIAMOND PLATE FENDERS

12" x 2" ELECTRIC BRAKES ON BOTH AXLES

2-5200LB RATED AXLES

F4-225 x 15, 8-PLY TIRES

2" BALL HITCH BULLDOG STYLE

7000LB. WEIGHT RATED TRAILER TONGUE, JACK STAND

LED D.O.T APPROVED LIGHTING

REFLECTIVE TAPE ON SIDES AND REAR

ACRYLIC BLACK COATING

UNDERCOAT FRAME

TRAILER WIRING TO MATCH TRUCK WIRING

7K DROP LEG JACK

SAFETY CHAINS

SPARE TIRE WITH MOUNT

Trailer #5

MINIMUM SPECS FOR UTILITY TRAILER

- 7'x20' **SOLID STEEL BOTTOM AND SIDES**
- GVWR – 9990 lbs.
- GAWR (EA. AXLE) – 5200 lbs.
- CARGO CAPACITY 7610 lbs.
- DECK – 1/8" STEEL
- DECK HEIGHT – 20"
- TONGUE LENGTH – 45 ½"
- CARGO BED - 240" REAR TO FRONT
- SIDES ARE 15" MINIMUM
- AXLES - 2 - 5200# CAMBERED AXLES w/ LUBRICATING HUBS
- SUSPENSION – MULTI-LEAF SPRING w/ EQUALIZER
- COUPLER – ADJUSTABLE MILITARY STYLE PINTLE RING IN CHANNEL
- SAFETY CHAINS – ¼" GRADE 70 w/ SAFETY LATCH HOOK (2ea.)
- JACK – 8000# SET-BACK, DROP LEG JACK
- FRAME - 5"x3"x1/4" ANGLE
- CROSS MEMBERS – 3"x2"x3/16" ANGLE
- FLOOR – SOLID STEEL
- SIDES – SOLID STEEL
- FENDERS – 9" x 72" TEAR DROP, SMOOTH WITH BACK
- RAMP – 4' EXPANDED METAL DROP DOWN GATE
- TRAILER PLUG – 7 WAY
- LIGHTS – LED D.O.T STOP, TAIL. TURN AND CLEARANCE
- WIRING – GROMMET MOUNTED LIFETIME LED LIGHTING
- TIRES – ST225/75R-15 LOAD RANGE D
- BOLT PATTERN – 6 BOLT
- SPARE MOUNT- SIDE SPARE TIRE MOUNT w/ TIRE
- PAINT TYPE – PROFESSIONAL FINISH w/ PRIMER STANDARD
- PAINT COLOR – BLACK
- TIE-DOWNS – 5/8" D-RING, 5 ALONG EACH SIDE STARTING AT CORNERS SPACED EVERY 48"

Trailer #6

Trailer For Small Sweeper

22 ft. total bed length, 17 ft. gravity tilt/5 ft. stationary deck
82 in. between fenders
102 in. outside of fender to outside of fender
Flat deck with no rails
Tie downs: stake pockets with rub rail
Coupler: 4 hole adjustable height 2 5/16 in. ball
Jack: single 12,000 lb. drop leg (spring loaded)
Two heavy duty safety chains
Deck height 27-33 in.
14,000 lb. GVWR
3,660 lb. empty wt.
10,340 lb. capacity
2 - 7,000 lb. rated axles
Electric brakes on both axles, 12" x 2" brake shoes
Heavy duty slipper spring suspension
Direct lube axles
16" 10 ply tires
6 in. channel main frame
Cross members 3 in. channel on 16 in. centers
6 in. channel tongue
3 in. x 12 in. gravity operated cylinder
Hydraulic lock valve
14 gauge diamond plate fenders
2 in. treated pine decking, screwed down
Lighting: flush mount or recessed lifetime LED stop/turn/clearance
Dovetail: 2 ft. heavy duty tread plate

Trailer #7

Standard Features:

- GVWR – 7,000#
- Coupler – 7k coupler
- Safety Chain – ¼"
- Jack – 2k top wind
- Tongue – 5" Channel wrap tongue
- Frame – 5" Channel
- Crossmembers – 3x2 angle
- 4' Slide in ramps
- 4 Stake pockets
- 2" Pipe front stop bar
- Axle – 3,500# idler & 3,500# brake
- Suspension – Multi leaf
- Tire/Wheel – 15" 205/75/R15
- 2' Dovetail
- Paint – 2-Stage Urethane
- 7 way round electrical hookup
- 4 – 5/8" D-rings
- Break away kit

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Port City Trailers, Inc. for three Econoline 20-ton tandem axle tilt trailers for Public Services.

Amount of Contract:
$108,401.10

Funding Source
Capital - Public Services Capital Equipment

ATTACHMENTS:
1. 20251001 Port Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Port City Trailers, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Port City Trailers, Inc. for three Econoline 20-ton tandem axle tilt trailers for Public Services.
Capital Public Services Capital Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $108,401.10

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6001

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Lower bids did not meet specifications.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26847	2025	(F7000) MOTOR POOL	THREE ECONOLINE 20-TON TANDEM-AXLE TRAILERS FOR PUBLIC SERVICES (SEALED BID 6001)	$108,401.10	(165626) PORT CITY TRAILERS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ECONOLINE 20 TON CAPACITY TANDEM TILT TRAILER AS FOLLOWS: AXLES-(2) 22,500 LB. AXLES W/OIL BATH BEARINGS BED TYPE-TILT W/ONE SINGLE SPEED JACK BED LENGTH-30' TILT BED (STANDARD) OR 25'TILT PLUS 5'STATIONARY BED WIDTH-102" W/RUB RAIL STAKE POCKETS BED HEIGHT-40" FROM GROUND LEVEL (APPROX) 14 DEGREE TILT (APPROX) CAPACITY-52,000 LB GVWR TRAILER WEIGHT-11,400 LB. (APPROX) BRAKES-12 1/4" x 7 1/2" AIR BRAKES TIRES-235 75R 17.5 RADIALS COUPLER-3" ID PINTLE SAFETY CHAINS-1/2" W/SAFETY LATCH HOOKS JACK-12K DROP LEG JACK TONGUE-BUILT-IN W/FRAME FRAME-12"C x 25LBS. CROSS MEMBERS-4" CHANNEL AXLES-TWO 22,500# AXLES, AIR BRAKE SUSPENSION- HUTCH 9700 WHEEL-6.75 x 17.5, 8 LUG FLOOR-2" NOMINAL OAK LIGHTS-LED D.O.T STOP, TAIL, TURN CLEARANCE FINISH PREP-STEEL IS CLEANED TO ENSURE SMOOTH FINISH FINISH-SUPERIOR QUALITY PAINT IS APPLIED FOR A HIGHLY PROTECTIVE FINISH VENDOR TO PROVIDE ECONOLINE MODEL DP2430TA AS PER CITY OF MOBILE	3.00 EACH	35408.70000	106226.10

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	BID #6001 AND YOUR QUOTE Additional Description Notes --- ECONOLINE 24-TON 102" x 30' TANDEM TILT TRAILER AS FOLLOWS: AXLES-(2) 22,500 LB. AXLES W/OIL BATH BEARINGS BED TYPE-TILT W/ONE SINGLE SPEED JACK BED LENGTH-30' TILT BED (STANDARD) OR 25'TILT PLUS 5'STATIONARY BED WIDTH-102" W/RUB RAIL STAKE POCKETS BED HEIGHT-40" FROM GROUND LEVEL (APPROX) 14 DEGREE TILT (APPROX) CAPACITY-52,000 LB GVWR TRAILER WEIGHT-11,400 LB. (APPROX) BRAKES-12 1/4" x 7 1/2" AIR BRAKES TIRES-235 75R 17.5 RADIALS COUPLER-3" ID PINTLE SAFETY CHAINS-1/2" W/SAFETY LATCH HOOKS JACK-12K DROP LEG JACK TONGUE-BUILT-IN W/FRAME FRAME- 12"C x 25LBS. CROSS MEMBERS-4" CHANNEL AXLES-TWO 22,500# AXLES, AIR BRAKE SUSPENSION- HUTCH 9700 WHEEL-6.75 x 17.5, 8 LUG FLOOR-2" NOMINAL OAK LIGHTS-LED D.O.T STOP, TAIL, TURN CLEARANCE FINISH PREP-STEEL IS CLEANED TO ENSURE SMOOTH FINISH FINISH-SUPERIOR QUALITY PAINT IS APPLIED FOR A HIGHLY PROTECTIVE FINISH AS REQUESTED BY 2086-PSM			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	E E0154 .CAPEQUIPMT. .			106226.10
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	3.00 EACH	725.00000	2175.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			2175.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To			

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 108401.10

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT. .	108401.10	22879.58

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	108401.10	39601.17

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	07/02/25	SHONNDA SMITH	
Approved	07/02/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/01/25	SHONNDA SMITH	
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/03/25	BRENDA RHODES	
Approved	07/03/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/03/25	RELYA MALLORY	Auto approved by: 910511034
Approved	10/01/25	BRENDA RHODES	
Approved	10/01/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/01/25	RELYA MALLORY	Auto approved by: 910511034
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6001
24-TON TANDEM TILT TRAILER

VENDOR	ARIA CONTRACTING SALES & SERVICE	CERTIFIED STAINLESS SERVICE	PORT CITY TRAILER	PHOENIX CONTRACTING
BRAND	Behnke FB8X30TPT-40L	Interstate 40TDL	Econoline DP2430TA	Econoline DP2430TA
DELIVERY	110 Days	160 Days	6 Weeks	45 Days
PRICE	$32,873.00	$35,236.00	$35,408.70	$39,949.00

ADDENDUM 2

September 23, 2025

RE: CITY OF MOBILE BID #6001 FOR 24-TON TANDEM TILT TRAILER

Please consider this to be Addendum to City of Mobile Bid #6001 for 24-Ton Tandem Tilt Trailer.

Change title of bid

FROM
24-Ton Tandem Tilt Trailer

TO
52,000-GVWR or greater, 30-FT Tandem Tilt Trailer

ADD
Minimum Load Capacity of 40,600 lbs.

DELETE
(Standard) or 25' Tilt Plus 5' Stationary

DELETE
Capacity 52,000-LB GVWR

REPLACE WITH
Minimum Load Capacity of 40,600-LB, not including weight of trailer.

DELETE
Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6001	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**24-TON TANDEM TILT TRAILER** 24-Ton Tandem Axle Tilt Trailer as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) 24-Ton Tandem Tilt Trailer. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State,

nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
	If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
	Pricing to be firm for a three (3) month period following award.					
	TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

24-TON 102" x 30' TANDEM TILT TRAILER AS FOLLOWS:

AXLES-(2) 22,500 LB. AXLES W/OIL BATH BEARINGS

BED TYPE-TILT W/ONE SINGLE SPEED JACK

BED LENGTH-30' TILT BED (STANDARD) OR 25'TILT PLUS 5'STATIONARY

BED WIDTH-102" W/RUB RAIL STAKE POCKETS

BED HEIGHT-40" FROM GROUND LEVEL (APPROX) 14 DEGREE TILT (APPROX)

CAPACITY-52,000 LB GVWR

TRAILER WEIGHT-11,400 LB. (APPROX)

BRAKES-12 1/4" x 7 1/2" AIR BRAKES

TIRES-235 75R 17.5 RADIALS

COUPLER-3" ID PINTLE

SAFETY CHAINS-1/2" W/SAFETY LATCH HOOKS

JACK-12K DROP LEG JACK

TONGUE-BUILT-IN W/FRAME

FRAME- 12"C x 25LBS.

CROSS MEMBERS-4" CHANNEL

AXLES-TWO 22,500# AXLES, AIR BRAKE

SUSPENSION- HUTCH 9700

WHEEL-6.75 x 17.5, 8 LUG

FLOOR-2" NOMINAL OAK

LIGHTS-LED D.O.T STOP, TAIL, TURN CLEARANCE

FINISH PREP-STEEL IS CLEANED TO ENSURE SMOOTH FINISH

FINISH-SUPERIOR QUALITY PAINT IS APPLIED FOR A HIGHLY PROTECTIVE FINISH

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Inc for four Ramer 3500 knuckle boom trash loaders for Sanitation Dept.

Amount of Contract:
$939,476.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Inc for four Ramer 3500 knuckle boom trash loaders for Sanitation Dept.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $939,476.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6003

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

Low bid had delayed delivery timeframe. Awarded for this purchase to 2nd low bid with more timely delivery.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
27334	2025	(F7000) MOTOR POOL	FOUR RAMER 3500 KNUCKLE BOOM TRASH LOADERS FOR SANITATION DEPT (SEALED BID 6003)	$939,476.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00027334-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	RAMER 3500 KNUCKLE BOOM SHUTTLE TRASH LDR AS FOLLOWS: RAMER MODEL 3500 SHUTTLE TRASH LOADER OPEN OPERATOR SEAT 18 FT STRAIGHT BOOM W/CONTINOUS ROTATION BUCKET JOYSTICK CONTROLS HYDRAULIC OIL COOLER SINGLE HYDRAULIC PUMP PHYDRAULIC SYSTEM SHUT OFF VALVE EXTENDING OUTRIGGERS STROBE LIGHTS-MOUNT ON CAB PROTECTOR W/GUARDS WORK LIGHTS ON BOOM AND UNDER OPERATOR PLATFORM AIR BRAKE TRAILER TOW PACKAGE 90K PINTL HITCH VENDOR TO PROVIDE UNIT ON 2025 FREIGHTLINER M2-106 CHASSIS WITH RAMER 3500B LOADER AND RAMER TRAILER AND WETLINE KIT Additional Description Notes --- RAMER 3500 KNUCKLE BOOM SHUTTLE TRASH LDR AS FOLLOWS: RAMER MODEL 3500 SHUTTLE TRASH LOADER OPEN OPERATOR SEAT 18 FT STRAIGHT BOOM W/CONTINOUS ROTATION BUCKET JOYSTICK CONTROLS HYDRAULIC OIL COOLER SINGLE HYDRAULIC PUMP PHYDRAULIC SYSTEM SHUT OFF VALVE EXTENDING OUTRIGGERS STROBE LIGHTS-MOUNT ON CAB PROTECTOR W/GUARDS	4.00 EACH	234869.00000	939476.00

Bill To	Requisition 00027334-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WORK LIGHTS ON BOOM AND UNDER OPERATOR PLATFORM			
	AIR BRAKE TRAILER TOW PACKAGE			
	90K PINTL HITCH			
	CHASSIS			
	FREIGHT			
	AS REQUESTED BY 2090-SANITATION			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			939476.00
	Ship To			
	MOTOR POOL - ATTN: ADAM LYNN			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MOTOR POOL - ATTN: ADAM LYNN			
	770 GAYLE STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 939476.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.		
	939476.00	27859.81
SANITATION EXP FLEET VEHICLES		

Bill To	Requisition 00027334-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	07/14/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/25	SHONNDA SMITH	
Approved	07/14/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/25	SHONNDA SMITH	
Approved	07/14/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/30/25	MATTHEW ANDERSON	Automatic Forward to 9105paij
Queued	09/30/25	SHONNDA SMITH	Automatic Forward to 9105paij
Queued	09/30/25	CHERI BOUCHER	Automatic Forward to 9105paij
Pending		MATTHEW ANDERSON	Automatic Forward to 9105paij
Pending		SHONNDA SMITH	Automatic Forward to 9105paij
Pending		CHERI BOUCHER	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij
Pending		STEVEN KRONINGER	Automatic Forward to 9105paij
Pending		SAMANTHA COOLEY	Automatic Forward to 9105paij
Pending		ANNE FOLEY	Automatic Forward to 9105paij
Pending		JOHN PAINE	Automatic Forward to 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6003
CAB & CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

VENDOR	MHC HINO	SANSOM	EMPIRE	WARD INTERNATIONAL	PERFORMANCE PETERBILT
TRUCK	Hino XL7 Cummins L9	Freightliner M2-106 Cummins ISB	Freightliner M2-106 Cummins	International MV6075BA Cummins B6.7	Peterbilt 537 Cummins PX7
LOADER	Ramer 3500B	Ramer 3500B	Petersen RL3	Petersen RL3	Petersen RL3
DELIVERY	260 Days	120-150 Days	120 Days	Chassis, November Loader, 150 Days after Receipt of Chassis	150 Days
	$231,579.40	$234,869.00	$239, 350.00	$239,987.00	$257,200.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/16/2025	6003	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 4-10	**CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE**					
	Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.					
	Chassis Year _____ Make _____					
	Model _____					
	Engine _____					
	Loader Knuckle Boom Loader _____					
	Hydraulic Kit _____					
	Trailer Package _____					
	Provide literature and specifications on products bid.					
	Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages.					
	Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.					
	NOTE: **City of Mobile will not accept any bid with a PAC-MAC brand loader quoted. All other brands will be considered.**					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

Delivery may be a consideration in the award of this bid.

City of Mobile Business License will be required.

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional informationmay be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any manufacturer name given is to set a level of quality of specification of what the City wants.

Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum.

Pricing to be firm for a three (3) month period following the award of this bid.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CITY OF MOBILE, ALABAMA
BID #6003 SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY:

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

The vendor is responsible for getting the unit to the repair dealer for warranty service while the cab chassis or body are under warranty.

TRAINING:

Vendor to provide 8-10 hours at the factory training on use and maintenance of the loader. Dealer training is not acceptable. City will travel to factory location at City's expense.

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
I. LOADER		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab, no rear racking of boom. Boom rack must have a cutaway for the boom will rest in while traveling.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐
An over height boom alarm shall be installed	☐	☐
OPERATOR'S STATION		
All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
	☐	☐
A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐
Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
No controls on side of seat.	☐	☐
TRASH GRAPPLE		
Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
HYDRAULICS		
Two stage tandem pump allows for multiple function control of the loader.	☐	☐
Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐
Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐

	YES	NO
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐

	YES	NO
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐

LIGHTS AND REFLECTORS

Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		

PAINT

Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐

TOW PACKAGE

Wet line kit to include transmission mount PTO, hydraulic pump, hydraulic oil tank, hydraulic return filter on lines from the trailer and another filter between the tank and the pump inlet, hydraulic relief valves, operator controls, electrical junction box, trailer connections, safety chain, and two (2) D-rings.	☐	☐
PTO on/off switch must be accessible from standing outside of truck.	☐	☐
Pintle Hitch to be SAF-Holland mode/part #PH-210RD11. NO SUBSTITUTE. Hitch shall be mounted in such a way that the center point of hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds.	☐	☐
Vendor to supply pictures of proposed wet line kit if requested.	☐	☐

	YES	NO
Trailer connections shall include connections for lighting, air brakes, and hydraulic connections for dumping trailer and operating the landing gear.	☐	☐
Tow package must be approved before manufactured and installed.	☐	☐
PINTLE HITCH TRAILER CONNECTION		
The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐
II. CHASSIS		
GENERAL		
2025 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel Minimum 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐

	YES	NO
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐

	YES	NO
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors, electric remote	☐	☐
Air Ride Driver's seat		
Bench passenger seat		
Power Windows		
Tilt Steering		
Air horn		
Trailer towing package – per City of Mobile trailer requirements	☐	☐
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

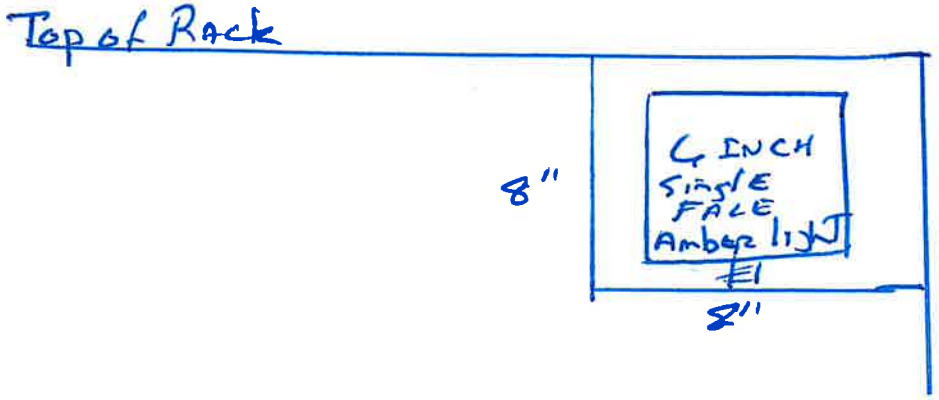
Work lights mounted on boom to illuminate work area and grapple operation. They shall be of LED type and protected from contact with debris. $_____

LED work lights built into the headache facing rearward. $_____

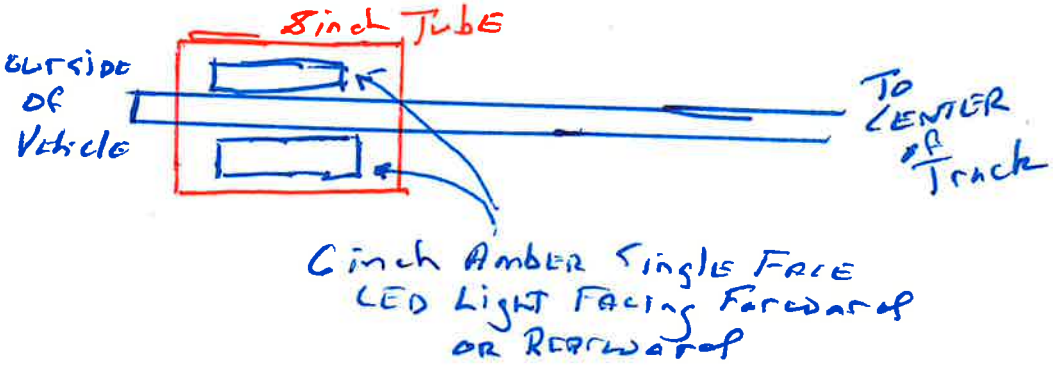
Loader LED Warning Lights in Headache Rack.

NOT To Scale

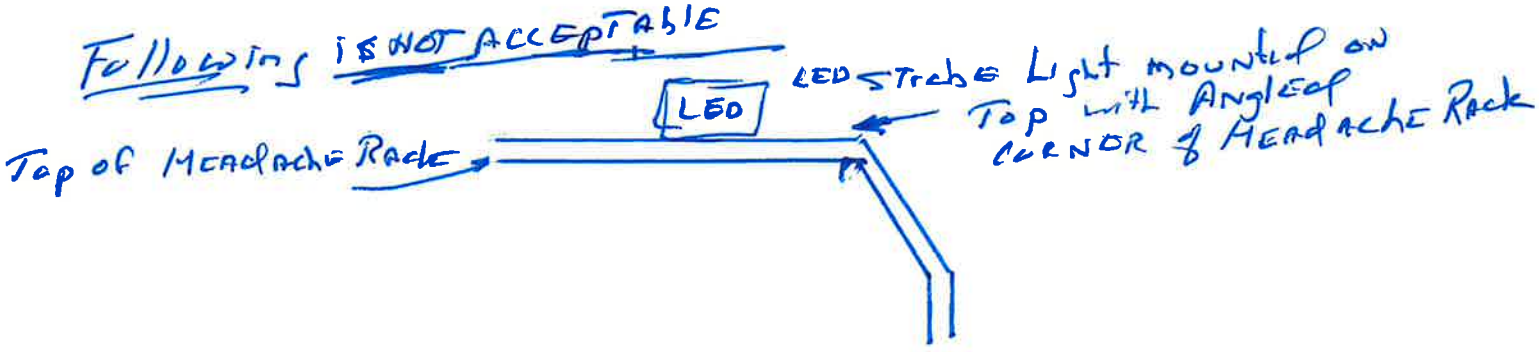
Front / Rear View



Top View of Rack



Following is NOT Acceptable



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for seven 18-ft trash dump trailers for Sanitation Dept

Amount of Contract:
$355,257.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for seven 18-ft trash dump trailers for Sanitation Dept

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $355,257.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5956

How many bidders received bid packages (if applicable): 17+ web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

Low bid did not meet specifications.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
24375	2025	(F7000) MOTOR POOL	SEVEN 18FT TRASH DUMP TRAILERS FOR SANITATION DEPT (SEALED BID 5956)	$355,257.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00024375-00 FY 2025
ACCOUNTS PAYABLE	PO 25014774
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	18 FT TRASH DUMP TRAILER AS FOLLOWS: MILES TRAILERS BY RAMER MANUFACTURING-18 FOOT TRASH DUMP TRAILER;22,500LB AXLE W/HEAVY DUTY SPRINGS;DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;FIXED 3" BOLT-ON PINTLE EYE; (2) EXTRA YELLOW LED STROBE LIGHTS IN REAR CORNER POSTS; PAINT-CITY OF MOBILE LOGO IN GREEN;FREIGHT AS PER CITY OF MOBILE BID #5956 AND YOUR QUOTE	7.00 EACH	50751.00000	355257.00

Additional Description Notes

---

18 FT TRASH DUMP TRAILER AS FOLLOWS:

MILES TRAILERS BY RAMER MANUFACTURING-18 FOOT TRASH DUMP TRAILER;22,500LB AXLE W/HAVEY DUTY SPRINGS;DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;FIXED 3" BOLT-ON PINTLE EYE; (2) EXTRA YELLOW LED STROBE LIGHTS IN REAR CORNER POSTS; PAINT-CITY OF MOBILE LOGO IN GREEN;FREIGHT

AS REQUESTED BY 2090-SANITATION

1	1000.40.20.2070.2090.2070.0000.0000.45040.	355257.00

Bill To	Requisition 00024375-00 FY 2025
ACCOUNTS PAYABLE	PO 25014774
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 355257.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	355257.00	39601.17
SANITATION EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/27/25	JOHN PAINE	GL Allocation changed
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244

Bill To	Requisition 00024375-00 FY 2025
ACCOUNTS PAYABLE	PO 25014774
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/25	190715				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/16/25	SHONNDA SMITH			
	Approved	06/16/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/29/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/29/25	SHONNDA SMITH			
	Approved	09/29/25	CHERI BOUCHER		Auto approved by: 910518244	
	Rejected	05/13/25	JOHN PAINE		reject per dwight	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/30/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/30/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/30/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/30/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/30/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/30/25	JOHN PAINE		.	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5956
TRASH TRAILERS

	BID
RENOWN CARGO TRAILERS LLC	$23,552.25
SANSOM EQUIPMENT COMPANY	$50,751.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/30/2025	5956	MOTOR POOL	Motor Pool, 745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, WEDNESDAY, JUNE 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
APPX 6-10	**TRASH TRAILERS** Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached **MINIMUM** Specificiations Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order **MINIMUM** six (6) units upon award and may buy up to ten (10) units during the one six-month period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for the six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

Current trailers are 18 foot in length with an average body floor height of 34" from the ground at the center line of the wheel of the

	Yes	No
1. Eighteen (18) foot body length.	____	____
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty-two (22) pounds per foot with adequate cross members. Cross members to be 4" x 1/4" structural channel 5.4 pounds per foot.	____	____
3. Suspension to have one (1) 22,500-pound capacity axle, with a total axle and spring capacity of 22,500 pounds.	____	____
4. Dual wheels with ten (10) lugs and four (4) tires, size 235/17.5R, 16 ply radials.	____	____
5. Tire size 235/75R17.5	____	____
6. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	____	____
7. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to be placed on 16" centers. Body of floor to be built with seven (7) gauge steel, floor to be formed over and under the ends of cross sills. Body inside width to be 91 inches and overall width not to exceed eight (8) feet.	____	____
8. Body sides to be constructed with 11-gauge sheet metal. Side Stakes to be 11 gauge formed channel placed on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes to be interconnected and welded to top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11-gauge sheet metal with 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches from from top of floor at front of body increasing to 60 inches from top of floor within eight feet from the front to rear of body.	____	____

9. Body to be equipped with heavy duty barn type doors with positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points. ____ ____

Door latching mechanism shall be such that the handle of the latch is no greater than 27 inches from the floor of the trailer and no less than 24 inches from the floor of the trailer ____ ____

To hold the doors open when dumping the Trailer is to be equipped with a chain with a hook 2" inside diameter and a metal ring on the door at the corner of the door upright channel and the channel going across the door. ____ ____

10. Must have three greased hinges per door. ____ ____

11. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5-inch O.D. cylinder. Scissor lift not acceptable. ____ ____

12. Trailer to have hydraulic operated jack stand with a minimum of 20-inch stroke. ____ ____

13. Trailer to be equipped with lights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two taillights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") weigh seven flash patterns will be mounted in rubber cushions in rear posts at top of of trailer ____ ____

Two 1x3 white LED strobe lights mounted in lower part of rear posts. ____ ____

There shall be an electrical quick disconnect at the frame of the trailer with 6 prongs to fix existing connections used by the City . ____ ____

14. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. ____ ____

There shall be a spin on hydraulic fluid filter placed in-line between the flexible hydraulic hose to the towing truck and the two (2) bank hydraulic valve. This filter shall be inside between the structural steel channels of the tongue, protected from road debris and debris being

loaded into the trailer. ____ ____

15. Trailer to be equipped with flexible hydraulic hose with quick disconnects and heavy-duty wiring harness with quick disconnect for connection of towing vehicles. Quick disconnects located at hitch point. ____ ____

There shall be mounted on the trailer tongue two (2) tubes for storage of hydraulic hoses when not connected or in use. These tubes shall be 2 inches in diameter, 8 inches long attached to the outside of the trailer tongue. The tubes shall be open on one end and have two (2) bars across the other end to keep the hose connectors from falling through. The tube shall not be sealed to allow water and debris to fall through ____ ____

16. Trailer to have heavy duty tongue with four (4) five (5) inch Structural channel and equipped with safety chains. ____ ____

Trailer tongue shall have a hitch consisting of a drawbar eye or lunette ring for connecting to the Pintle hitch on the towing unit used by the City of Mobile. the drawbar eye or lunette ring shall be fixed with no swivel ____ ____

17. Trailer to be equipped with a 14"x14" basket the width of trailer 12" from the top of trailer to store tarp. The basket will be made of angle iron and expanded metal. The basket sides and bottom shall NOT be made of solid metal. ____ ____

18 Tarp cover tie down points, there shall be 2 rows of steel rods sized to 5/8" diameter with 2 rows of the 5/8" diameter rods per side with the bottom rod 10" from the top of the floor and the upper or top rod 28" from the top of the floor. These rods will run the length of the trailer from the front to the rear. There will be no tarp anchor points on the front or the rear of the trailer ____ ____

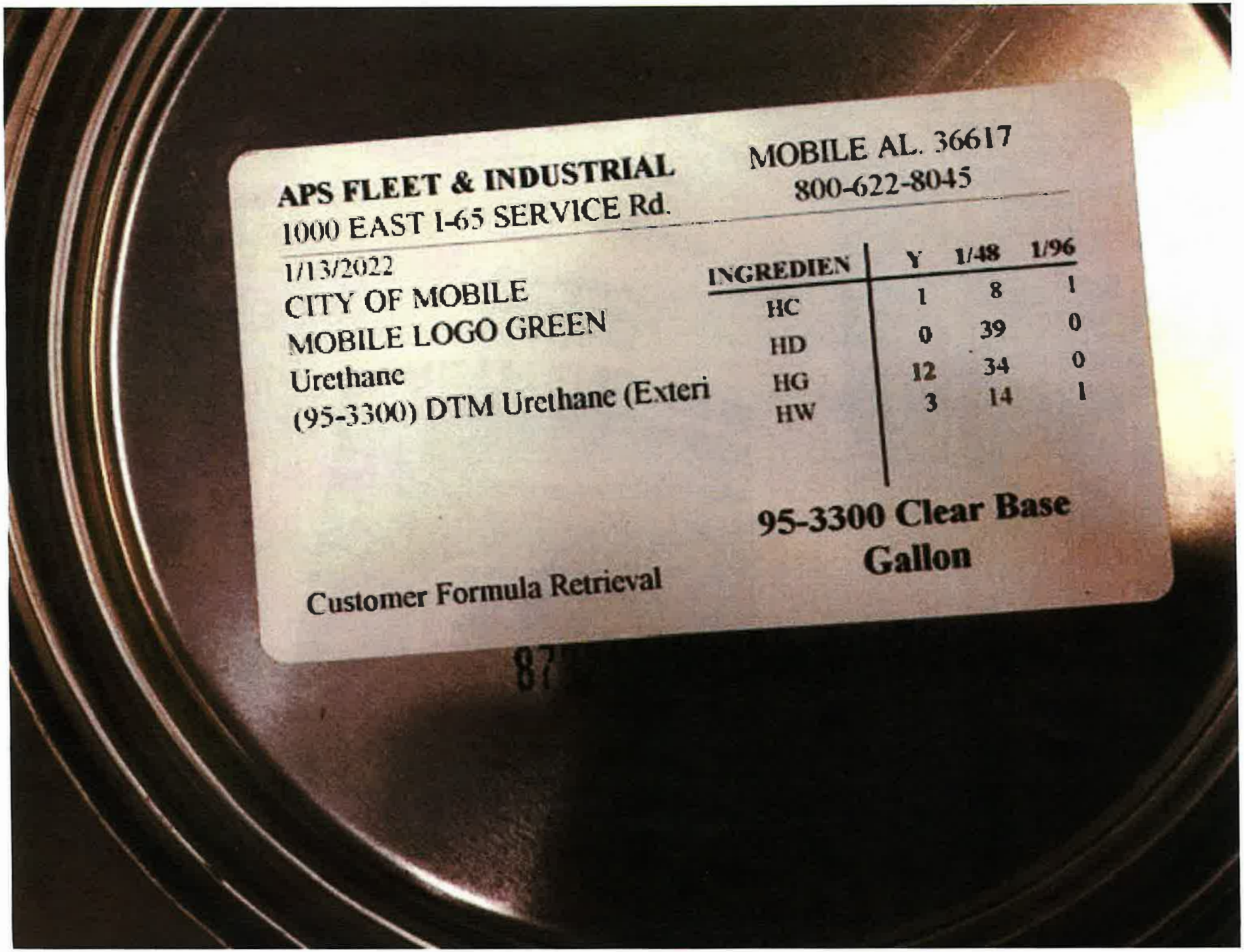
19. All metal to be properly cleaned, primed, and painted one standard color. Color is City of Mobile Green., see attached photo. ____ ____

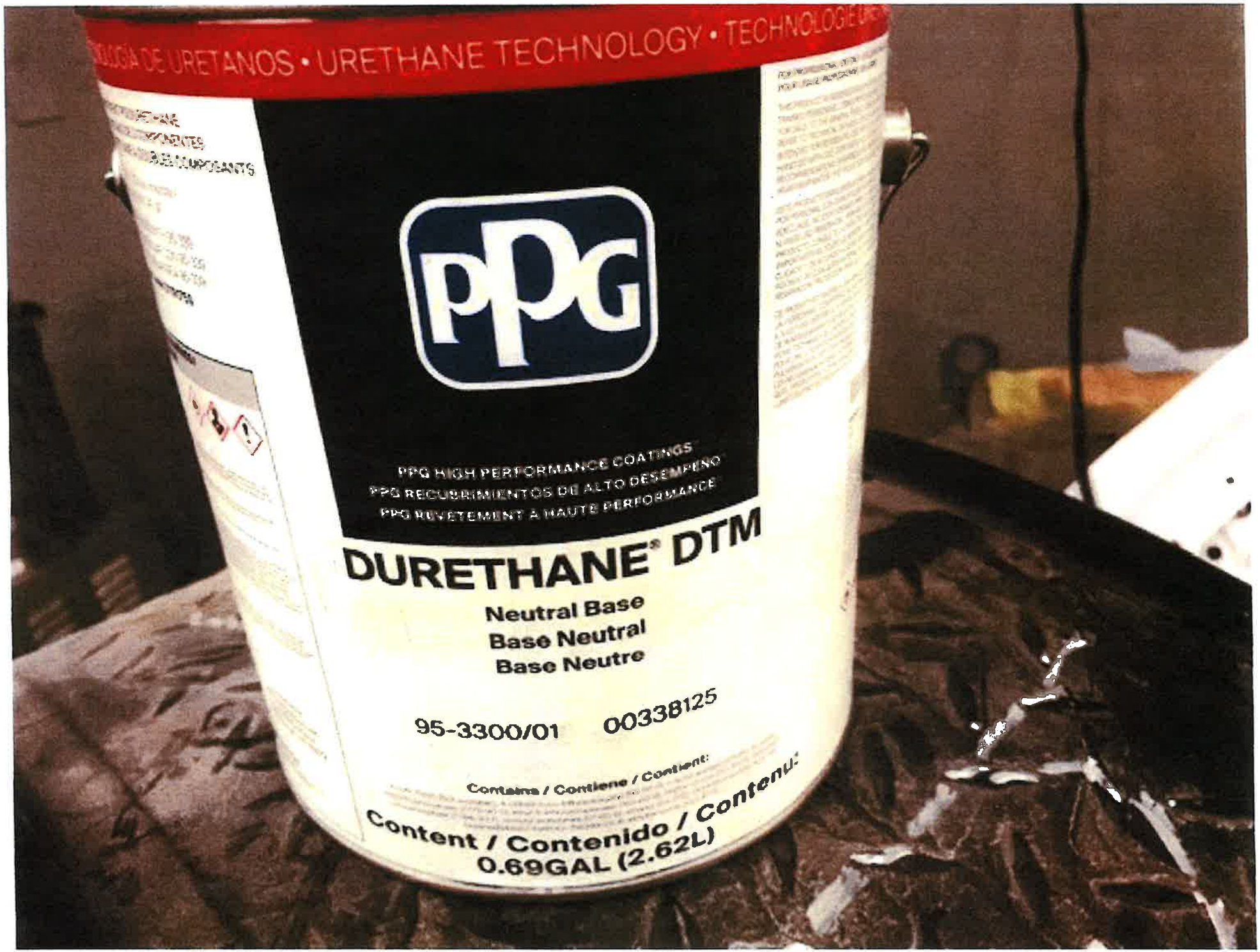
ATTACHED are photos of the following for your information:

- Photo of paint color code
- Photo of paint can
- Photo - right side of existing trailer showing rods as tarp tie downs

Photo - left side of existing trailer showing rods as tarp tie downs, hinges, and hinge reinforcements.

NOTE: Paint does not have to come from vendor in photo, but color must match the code/color indicated.


APS FLEET & INDUSTRIAL
1000 EAST I-65 SERVICE Rd.
MOBILE AL. 36617
800-622-8045
1/13/2022
CITY OF MOBILE
MOBILE LOGO GREEN
Urethane
(95-3300) DTM Urethane (Exteri
INGREDIEN | Y | 1/48 | 1/96
HC | 1 | 8 | 1
HD | 0 | 39 | 0
HG | 12 | 34 | 0
HW | 3 | 14 | 1
95-3300 Clear Base
Gallon
Customer Formula Retrieval
87


URETHANE TECHNOLOGY
PPG
PPG HIGH PERFORMANCE COATINGS
PPG RECUBRIMIENTOS DE ALTO DESEMPEÑO
PPG REVETEMENT À HAUTE PERFORMANCE
DURETHANE® DTM
Neutral Base
Base Neutral
Base Neutre
95-3300/01
00338125
Contains / Contiene / Contient:
Content / Contenido / Contenu:
0.69GAL (2.62L)



Right Side Tarp Ties



Left Side Tarp Ties

Hinges, Reinforcements

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for 5000 gallon water truck for Public Services.

Amount of Contract:
$375,780.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251008 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for 5000 gallon water truck for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $375,780.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6004

How many bidders received bid packages (if applicable): 26 +web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:
Lower priced bids did not meet specifications.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2649	2026	(F7000) MOTOR POOL	5000 GALLON WATER TRUCK FOR PUBLIC SERVICES (SEALED BID 6004)	$375,780.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002649-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SRESST FLUSHER / WATER TRUCK 5000 GALLON POLISHED STAINLESS STEEL TANK, WITH INDEPENDENT DIESEL POWERED PUMP, 5 SPRAY HEADS, 5" FILL PIPE, COVERS OVER ALL UPPER SURFACE OPENINGS TO KEEP DEBRIS OUT, ON A CLASS 8 DIESEL POWERED CHASSIS. VENDOR TO SUPPLY TRUCK AS FOLLOWS, 2027 FREIGHTLINER 114 SD CHASSIS WITH A STAINLESS STEEL HYFRO FORCE POLISHED STAINLESS STEEL TANK WITH INDEPENDENT DIESEL PUMP, 5 WATER DISTRIBUTOR /FLUSHING NOZZES WITH INDIVIDUAL REMOTELY CONTROLLED VALVES, ALL OPENINGS IN/ON TOP OF TANK TO BE COVERED TO KEEP OUT DEBRIS THROWN DURING MARDI GRAS. VENDOR TO PROVIDE 8 HOURS OF TRAINING ON USE OF TRUCK AND THE SERVICING OF THE TRUCK. AS PER CITY OF MOBILE BID #6004 AND YOUR QUOTE. Additional Description Notes --- CLASS 8 WATER TRUCK W/5,000 OR MORE GAL WATER TANK SEE ATTACHED SPECS AS REQUESTED BY 2086-PSM	1.00 EACH	375780.00000	375780.00

Bill To	Requisition 00002649-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2086.2070.0000.0000.45040.			375780.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 375780.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040. PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES	375780.00	2881120.00

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/08/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/08/25	SHONNDA SMITH	
Approved	10/08/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/08/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/08/25	SHONNDA SMITH	
Approved	10/08/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00002649-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	190715				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	10/08/25	DONALD ROSE		Auto approved by: 910518244	
	Queued	10/08/25	SANDRA LEWIS		Auto approved by: 910518244	
	Queued	10/08/25	STEVEN KRONINGER		Auto approved by: 910518244	
	Queued	10/08/25	SAMANTHA COOLEY		Auto approved by: 910518244	
	Queued	10/08/25	ANNE FOLEY		Auto approved by: 910518244	
	Queued	10/08/25	JOHN PAINE		Auto approved by: 910518244	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6004
WATER TRUCK STREET FLUSHING

DEALER	GULF COAST TRUCK	GULF COAST TRUCK	WEST MARK	SANSOM	EMPIRE	EMPIRE	COWIN
CHASSIS	Mack	Mack	Freightliner	Freightliner	Freightliner	Freightliner	Freightliner
MODEL	GR64B	GR64B	114SD	114SD	114SD	114SD	114SD
TANK	DFI Allison	DFI Mack Trans	West-Mark	Hydro Force	Klein	DFI	DFI
POLISHED	---	---	---	$375,780.00	---	---	$360,808.85
NATURAL	---	---	$355,424.20	$370,280.00	---	---	$340,808.85
PAINTED	$278,719.00	$283,593.16	$361,424.20	$377,280.00	$278,558.00	$281,690.30	$380,808.85
DELIVERY	150-180 Days	150-180 Days	365 Days	210-250 Days	---	120 Days	90 days

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6004	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 EA	**STREET FLUSHING, WATER TANK TRUCK, WATER TENDER WITH 5000 GALLON STAINLESS STEEL TANK** 2025 Street Flushing, Water Tank Truck, Water Tender with 5000-GAL stainless steel tank as per the following and attached specifications. **Chassis:** Make_____ Model_____ Year _____ **Tank:** Make_____ Model_____ Quote complete unit as follows: Truck with Polished Stainless Steel Tank Exterior $_____ Truck with Natural Stainless Steel Tank Exterior $ _____ Truck with Painted Stainless Steel Tank Exterior $_____ Estimated Delivery of completed unit following receipt of purchase order: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor to provide literature and specifications on vehicle quoted.

Quote delivered pricing FOB Mobile.

Upon award, the City will purchase a minimum of one (1).

You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Price, as well as delivery, may be a consideration in the reward of the bid.

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS FOR WATER TRUCK
(WITH 5,000 OR MORE GALLONS WATER TANK AND INSTALLATION)

Identification of the Unit Being Proposed
The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the City of Mobile in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's recent model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the City of Mobile that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications. New not previously titled, zero mileage Trucks.

Operating and Service Manuals and Parts Lists
One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual or available w/CD or online.

Manufacturer's Warranty and Service Policy
The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of Alabama and within a radius of 50 miles from the delivery point It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the City of Mobile. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified.

General Service
CLASS 8 CAB AND CHASSIS
TRUCK CONFIGURATION DOMICILED, USA 50 STATES
(INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
EXPECTED FRONT AXLE(S) LOAD: 20,000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD: 46,000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 64,000.0 lbs

Engine
ENGINE MINIMUM 500 HP , 1850 LB/FT of TQ..
JACOBS COMPRESSION BRAKE
FIREWALL MOUNTED AIR CLEANER WITH SIDE INTAKE, NO OUTSIDE AIR CLEANER
160 AMP ALTERNATOR

12 VOLT STARTER W/THERMAL PROTECTION OR EQUIVALENT
THREE (3) 12 VOLT MAINTENANCE FREE BATTERIES W/3375 CCA MINIMUM
19 CFM AIR COMPRESSOR
FRONT PTO PROVISION ON FRONT OF ENGINE W/1350 ADAPTER FLANGE

Transmission
AUTOMATED SHIFT AUTOMATIC TRANSMISSION
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
AIR TO OIL TRANSMISSION COOLER WITH PTO OPTION

Front Suspension
20,000 POUND FRONT AXLE
20,000 POUND FLAT LEAF FRONT SUSPENSION
FRONT SHOCK ABSORBERS
16.5 INCH X 6 INCH MERITOR Q+ FRONT BRAKES WITH AUTOMATIC SLACK ADJUSTERS AND DUST SHIELDS ON BRAKES OR EQUIVALENT

Rear Axle and Equipment
46,000 POUND R-T SERIES TANDEM REAR AXLE (REAR-REAR AXLE OF A DRIVE TANDEM, TANDEM DRIVE AXLE SET)
MERITOR 16.5" X 8.62" Q+ CAST SPIDER CAM REAR BRAKES WITH AUTOMATIC SLACK ADJUSTERS AND DUST SHIELDS ON BRAKES
AIR BRAKE ABS SYSTEM W/TRACTION CONTROL
DRIVER CONTROLLED DIFFERENTIAL LOCK FOR EACH AXLE, MUST BE INDIVIDUALLY CONTROLLED W/INDICATOR LIGHT FOR EACH
3.91 REAR AXLE RATIO
REAR DIFFERENTIAL LUBE SYSTEM OR EQUIVALENT

Rear Suspension
46,000 POUND REAR SPRING SUSPENSION
56-INCH AXLE SPACING
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)
OR EQUIVALENT

Wheelbase & Frame
5750 MM (226 INCH) WHEELBASE
3/8X3-1/2X10-3/4 INCH DOUBLE CHANNEL120 KSI STEEL FRAME (3/8 INCH OUTER AND 1/4 INCH INNER)
1650 MM (65 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 75 INCH
CALC'D BACK OF CAB TO REAR SUSP C/L: 136.0 in
PARTIAL FRAME REINFORCEMENT AT FRONT SUSPENSION
OR EQUIVALENT

Fuel Tanks
125 GALLON/473 LITER ALUMINUM OR STAINLESS STEEL FUEL TANK – LH
FUEL TANK(S) FORWARD
LH FULL LENGTH FUEL TANK STEPS
FUEL WATER SEPARATOR WITH 12 VOLT PREHEATER
IN TANK FUEL LEVEL SENDER(S)
OR EQUIVALENT

Tires & Wheels
MICHELIN XZY-3 315/80R22.5 20 PLY RADIAL FRONT TIRES OR EQUIVALENT
MICHELIN XDE M/S 11R24.5 16 PLY RADIAL REAR TIRES OR EQUIVALENT
22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
24.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
OR EQUIVALENT

Cab
CONVENTIONAL AIR RIDE CAB
STANDARD INTERIOR
WHITE EXTERIOR PAINT / BLACK FRAME
AM/FM/WB/BT RADIO
CRUISE CONTROL
HEATER, DEFROSTER AND AIR CONDITIONER
HVAC DUCTING WITH FRESH AIR FILTER
MANUFACTURER'S HEAVIEST DUTY FIBERGLASS TILT HOOD AND FENDERS
DUAL RECTANGULAR AIR HORNS WITH CONTROLS ON LH AND RH SIDE OF CAB
TILT AND TELESCOPING STEERING COLUMN
POWER WINDOWS - RH AND LH SIDE
POWER DOOR LOCKS - RH AND LH SIDE W/MECHANICAL KEY TUMBLER
DOOR POCKETS - RH AND LH SIDE
DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT, AND DOOR MOUNTED COURTESY LIGHTS
AIR RIDE HIGH BACK SEATS W/ BLACK CLOTH, W/LUMBAR, W/INTEGRATED CUSHION EXTENSIONS, W/FORWARD AND REAR CUSHION TILT
INSULATED FLOOR MAT
SPEEDOMETER, TACH, OIL PRESSURE, COOLANT TEMPERATURE, FUEL, VOLT METER, DUAL AIR GAUGE, DEF FLUID LEVEL INDICATOR
STAINLESS STEEL PRIMARY MIRRORS WITH CONVEX MIRRORS, AND 8-INCH CONVEX MIRRORS MOUNTED AT THE FRONT CORNERS OF TRUCK
FIRE EXTINGUISHER MOUNTED INSIDE THE CAB
INDIVIDUAL CAB MOUNTED CONTROLS TO ACTUATE ALL THE SPRAY HEADS AND GRAVITY BAR
CAB MOUNTED CONTROLS FOR THE AUXILIARY MOTOR AND PUMP SYSTEM

Water Tank Capacity:
5,000 gallons or more.

Water Tank Material:
Stainless Steel no less than 3/16 thick.

Water Tank Baffles:
HEADS AND BAFFLES SHALL BE OF THE SAME STAINLESS-STEEL CONSTRUCTION.
HEADS AND BAFFLES SHALL BE DISHED A MINIMUM OF 4" AND SHALL HAVE NO LESS THAN A ONE INCH (1") RADIUS FOLD AT THE TWO INCH (2") FLANGE.
HEADS SHALL BE DOUBLE WELDED WITH NO WELDING CLOSER THAN ONE HALF INCH (1/2") OF FOLD RADIUS ON FLANGE.
BAFFLES - FOUR (4) EACH MINIMUM SHALL HAVE A MINIMUM SIXTEEN INCH (16) FLANGED OR REINFORCED CRAWL-THROUGH-HOLE FOR EASY ACCESS TO ENTIRE INSIDE OF TANK.
TOP AND BOTTOM OF BAFFLE SHALL HAVE ADEQUATE FLANGED OR REINFORCE DRAINAGE AND AIR ESCAPE PORTS.
IF PORT REINFORCEMENTS ARE USED, THEY MUST BE FULL WELDED BOTH SIDES.
BAFFLES MUST BE FULL WELDED. OR EQUIVALENT

Skids:
Two (2) heavy duty 3/16-inch thick modified U shaped skids. Vulcanized rubber wear pads shall be mounted on the tank rails. OR EQUIVALENT

Sight Gauge:
Clear tube mounted on front and rear of tank right side.

Manholes:
(2) 25-inch or larger diameter manholes with hinged, solid, vented lids, with an Anti-slosh ring (1) at each end of the tank. With OSHA approved climbing ladders (1) at each manhole for getting into and out of tank.
Or a minimum of a 24in wide by 36in long by 12in. tall rectangular manhole/refilling port at center of tank with a hinged, solid, vented lid. Made so that nothing can be thrown in to the tank from above. With a OSHA approved climbing ladder.
NOTE: At Mardi Gras, celebrants on balconies tend to want to throw stuff at tops of vehicles, and anything dark or open becomes a target or part of a contest to see if they can ring the hole or opening on top of the tank so the lid must be solid, no screens or open opening on top.

Ladder and Walk Way
OSHA approved ladder to get to the top of tank. Constructed from ¾-inch pipe located on rear of tank. A textured nonslip walk way on tank top to entry points and equipment.

Fenders:
Fenders attached to tanker base on chassis constructed of at least 12 gauge steel. Mud flaps mounted rear of fenders. Hose storage mounted in/on fenders. (see pictures for reference)

Mounting:
Installed with skid to frame mounting. Four (4) spring loaded mounts shall be furnished for installation.

Lights:
Safety and Work Lights includes four corner strobe system four 100,000 candle power work lights mounted at the rear, and front corners of the tank / dual 40" 14 LED light bars 11 flash patterns, 5 strobe head groupings for 55 flash sequences / lens patterns red, clear, and amber w/ monetary switch panel, in-cab controls, mounted /Work lights 2 on the front 2 on the left side 2 on the right side and 2 on the rear w/ monetary switch panel, in-cab controls, mounted all lights 12 volt led and all dot required reflectors and reflective stripping .
On the roof of the truck chassis there shall be a full width LED light bar, across the full width of the cab. This light bar shall be such that the bat is split horizontally so the upper section will light up in amber or yellow LED's and the bottom portion will be a all around "takedown or work light", LED's and bar will capable of doing both at the same time. This bar shall be controlled from within the cab of the truck by the driver.

Auxiliary Motor: Auxiliary Motor to power water pump system rated at a minimum of 41 HP that meets EPA Final Tier IV standards and be a Non-DEF liquid cooled diesel motor that is fueled from the trucks diesel tank. And all controls for motor and pump are to in the cab and easily accessible to driver.

Water Pump:
Water Pump is to be powered by the auxiliary motor, self-priming, and capable of producing at least 750 GPM and 65 PSI. And all controls for the pump are to in the cab and easily accessible to driver.

Gravity Drop Bar:
Air actuated gravity tube at bottom end center of tank as close to the rear as possible. 96inches x 4-inches with vitriolic caps and quick release clamps at each end. With Individual cab mounted controls to actuate.

Spray System:
Individual cab mounted controls to actuate each of the five. 2" Threaded Nozzle Spray Head with 6"wide x 1/8" Slot. Also known as a "Frog Mouth Street Flusher" See part # (SHNOZFR-2) for an example three (3) air operated valves with adjustable volume and Frog Mouth Street Flusher nozzles mounted on front spray bar at the corners and center of the truck 10in. above the ground facing forward at about 45° spray pattern. Two (2) air operated valves with adjustable volume mounted on rear spray bar at the rear corners of the truck

with Frog Mouth Street Flusher nozzles 10in. above the ground facing forward with a spray pattern that just does clear the rear wheels spraying outward. (see pictures)
Plumbing from the spray bars to the nozzles shall use vicraulic type fittings to allow adjustment to nozzles as well as replacement as needed.

Lifting Eyes
Tank is to have a minimum of four (4) lifting eyes. Two (2) eyes on the front and two (2) eyes on the rear, capable of lifting the weight of the tank when it is empty without causing any deformation in the tank.

Hydrant Fill
A 5-inch schedule 40 pipe (anti-siphon standards air break at top) runs up over and in to the top of the tank. The fill pipe shall be located at the rear curb side of the tank or at the center at the rear of the tank depending how the truck and tank are constructed. Ther filler line shall have a 5-inch quarter turn valve installed in the fill line. The fill line shall terminate in standard pipe thread. Vendor shall fit a 5-inch STORZ hose fitting on the end of the fill pipe. Between the 5-inch quarter turn valve and the STORZ fitting, there shall be a 1.5-inch quarter turn valve for bleeding purposes. (see drawing)
Vendor shall also install at the rear of the truck a "basket" or platform that would hold 20 ft of 5-inch filler hose.

NOTE: As stated earlier, there must be a solid covering over the opening in the tank where the anti-siphon air break is so that Mardi Gras celebrants are unable to "ring" the hole (filler) on top of the tank. The side opening should have some sort of screen (like hardware cloth) to help keep out debris that is thrown.

Hose Reel
There shall be an electric rewind hose reel mounted to the truck with 100 feet of 1 inch hose with a removable adjustable nozzle. The reel shall have a valve to shut off the reel.

Displacement Pipe
Located at the rear of the tank. The 1½-inch displacement pipe shall have a 1½-inch ball valve installed on it.

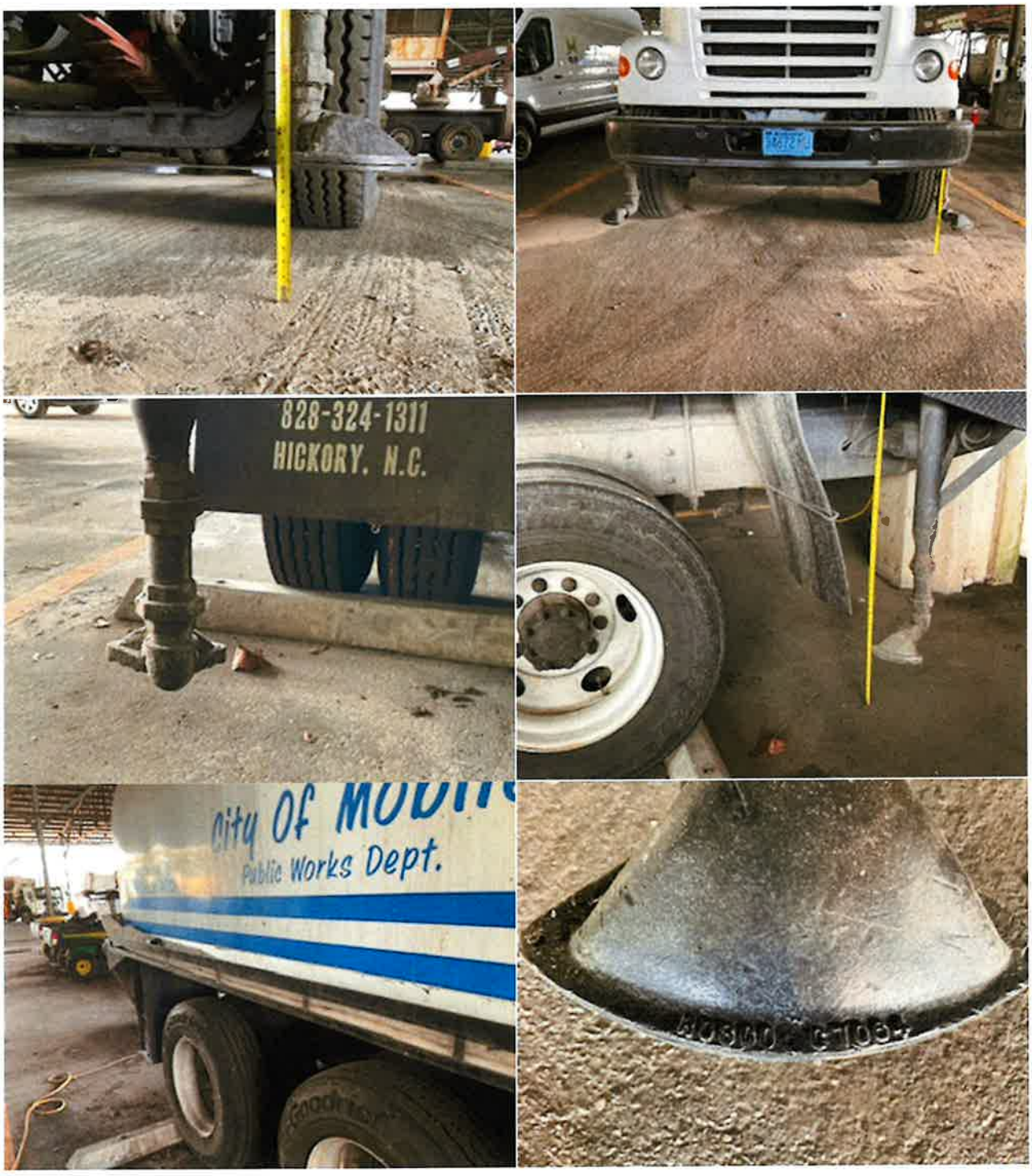
Drains
There shall be drains located in all low spots of the plumbing to allow draining of all water from the tank, pump, piping, and plumbing during freezing weather.

Valves
All discharges / nozzles shall be individually controlled by remote controls from the cab.
Drain valves are not to be remotely controlled

Tank and Spray System Operating and Service Manuals and Parts Lists
One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual or available w/CD or online

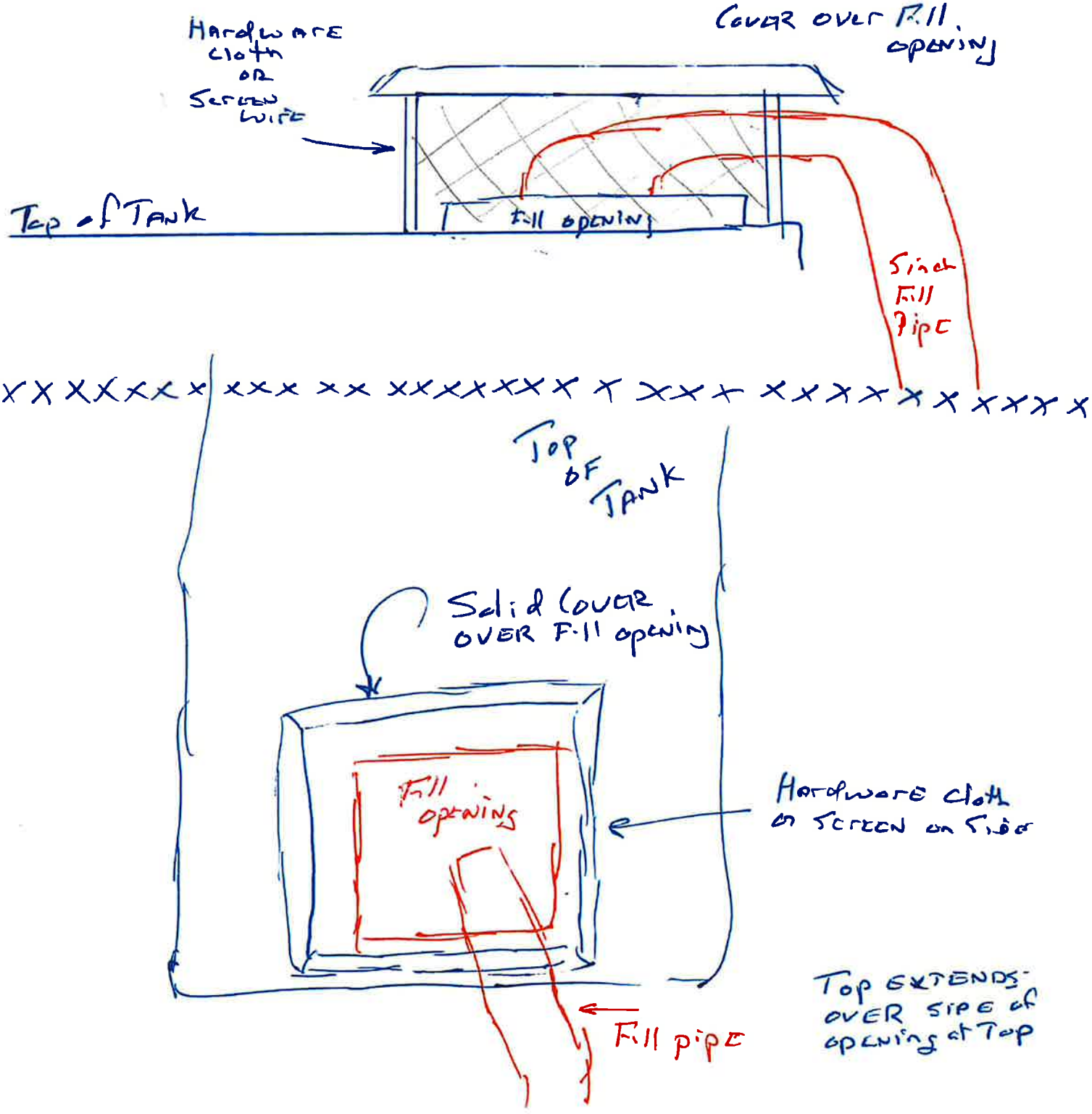
Tank and Spray System Warranty The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of Alabama and within a radius of 50 miles of the City of Mobile. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery.

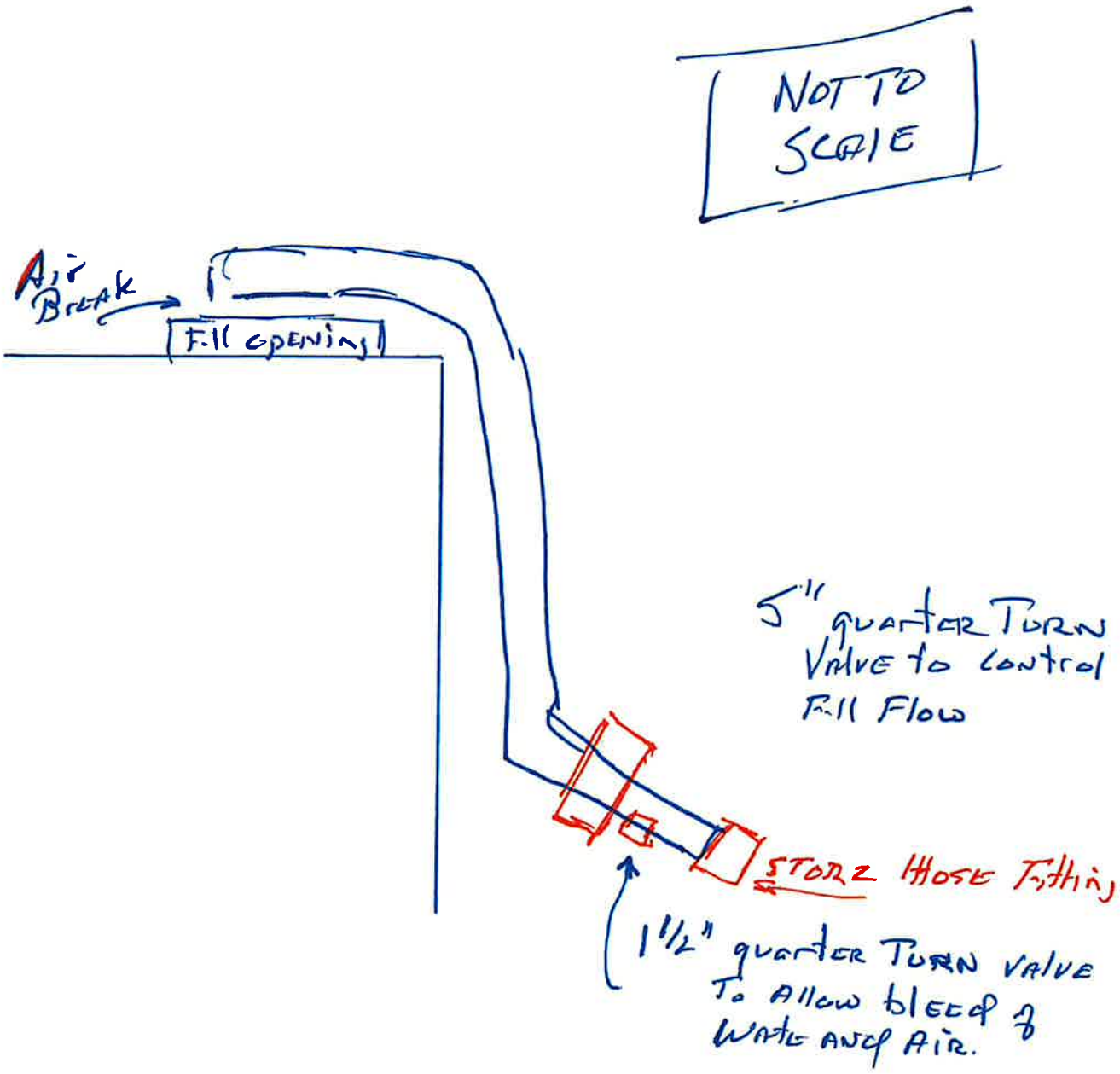
PRINTED SERVICE POLICIES AND WARRANTY MUST BE SUPPLIED WITH QUOTATION


828-324-1311
HICKORY. N.C.
Public Works Dept.

Cover over Fill opening
Side view

NOT TO SCALE




NOT TO SCALE
Air Break
Fill opening
5" quarter Turn Valve to control Fill Flow
STORZ Hose Fitting
1 1/2" quarter Turn valve To Allow bleed of Water and Air.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Software Company for annual renewal of open-source intelligence management software for Gulf Coast Technology Center.

Funding Source
General fund.

ATTACHMENTS:
1. 20251009 Five Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Software Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Software Company for annual renewal of open-source intelligence management software for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $74,400.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2511	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF OPEN-SOURCE INTELLIGENCE MANAGEMENT SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	$74.400.00	(297413) SOFTWARE COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602
Tel#	REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER QUOTE *RENEWAL OF EXISTING SOFTWARE. PER STATE OF ALABAMA BID LAW #41-16-51(a)(15) AND #41-16-51(a)(8). PO TO			
001	*** LAW ENFORCEMENT SENSITIVE *** DO NOT PLACE INFO ON CITY COUNCIL AGENDA FOR PUBLIC REVIEW LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Qty 2 (2 USERS) NOVEMBER 1,2025-OCTOBER 31, 2026	1.00 EACH	48000.00000	48000.00
	Vendor Item Inventory Item/			
1	1000.30.15.1502.1502.1502.0000.0000.42140.			48000.00

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
Tel#	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Qty 2 NOVEMBER 1,2025-OCTOBER 31, 2026 Vendor Item Inventory Item/	1.00 EACH	26400.00000	26400.00
1	1000.30.15.1502.1502.1502.0000.0000.42140.			26400.00

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor

Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 74400.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.	74400.00	722632.87
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/06/25	JASON SMITH	Reviewed and Approved
Approved	10/06/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	10/06/25	ROBERT LASKY	
Approved	10/06/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	10/09/25	DONALD ROSE	Auto approved by: 9105fola
Approved	10/09/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/09/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/09/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/09/25	ANNE FOLEY	

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor

Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/09/25	JOHN PAINE		Auto approved by: 9105fola	
	Approved	10/09/25	ANNE FOLEY		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln for one 2026 Ford F550 crew-cab and chassis for Parks Dept.

Amount of Contract:
$58,175.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) / John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) / Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln for one 2026 Ford F550 crew-cab and chassis for Parks Dept.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $58,175.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
25808	2025	(F7000) MOTOR POOL	2026 FORD F550 CREW-CAB CHASSIS FOR PARKS DEPT (AL STATE CONTRACT)	$58,175.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00025808-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD F550 CAB AND CHASSIS WITH 203 INCH WHEEL BASE WITH 7.3 LITER GAS ENGINE AS FOLLOWS CHASSIS 2026 F550 W5G 203 203” WHEELBASE 872 CAMERA PREP 512 SPARE TIRE AND WHEEL 52B TRAILER BRAKE CONTROLLER 18B PLATFORM RUNNING BOARDS 76C EXTERIOR BAV UP ALARM Z1 COLOR TO BE WHITE LED 4 CORNER LED STROBES FM1 HEAVY DUTY RUBBER FLOOR MATS PRICE INCLUDES $344.00 DELIVERY FEE TO THE CITY OF MOBILE AS PER STATE OF ALABAMA CONTRACT MA23000002614-4 AND YOUR QUOTE Additional Description Notes --- 2025 OR NEWER CHEVROLET 4500 CREW CAB & CHASSIS AS FOLLOWS: 19,000 LB GVW CHASSIS, CREW CAB, 4x2, DIESEL ENGINE-CUMMINS OR DURAMAX BRAND DIESELS ONLY, AUTOMATIC TRANSMISSION, FACTORY-MOUNTED RECEIVER HITCH, 2" OR LARGER,TRAILER WIRING PACKAGE FOR 4 AND 7 PIN CONNECTORS, CABLE TO AXLE-84 INCHES;CAB TO END FRAME-10 FT., 8 INCHES; DUAL WHEELS, CAB TO BE WHITE IN COLOR, VINYL SEATS; AIR CONDITIONING; ELECTRIC WINDOWS; ELECTRIC DOOR LOCKS AS REQUESTED BY 2012-PARKS	1.00 EACH	58175.00000	58175.00
1	1000.40.20.2030.2012.2005.0000.0000.45040.			58175.00

Bill To	Requisition 00025808-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 58175.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	58175.00	
PARKS MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	06/12/25	KIM CARMODY	
Approved	06/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	09/30/25	KIM CARMODY	
Approved	09/30/25	DANIEL OTTO	Auto approved by: 910520521
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00025808-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	06/12/25	KIM CARMODY			
	Approved	06/12/25	DANIEL OTTO		Auto approved by: 910520521	
	Approved	10/01/25	KIM CARMODY		Auto approved by: 91055604	
	Approved	10/01/25	DANIEL OTTO			
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Cab and Chassis

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA230000003416

Linked Solicitation
Ford Cab & Chassis

Sourcing Number
SRC0000010346

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/5/2022

End Date
10/5/2026

Documents

- Updated Ford Chassiss 8600 - 18,999 9-23-22.docx
- TRUCK CHASSIS GVWR 8600-18,999 Specs 8-23-22.docx

Items

Item Name	Product Code		UOM
8,600 Standard Cab Chassis	230000003416-1	40,617.00	Each

Item Name	Product Code		UOM
Diesel Engine Upgrade	230000003416-2	10,211.00	Each
8,600 Standard Cab Chassis 4wd	230000003416-3	43,184.00	Each
Diesel Engine Upgrade	230000003416-4	10,211.00	Each
8,600 Super Cab Chassis	230000003416-5	43,652.00	Each
Diesel Engine Upgrade	230000003416-6	10,211.00	Each
8,600 Super Cab Chassis 4wd	230000003416-7	46,242.00	Each
Diesel Engine Upgrade	230000003416-8	10,211.00	Each
8,600 Crew Cab Chassis	230000003416-9	45,109.00	Each
Diesel Engine Upgrade	220000003416-32	10,211.00	Each
Diesel Engine Upgrade	230000003416-10	10,211.00	Each
8,600 Crew Cab Chassis 4wd	230000003416-11	47,697.00	Each
Diesel Engine Upgrade	230000003416-12	10,211.00	Each
11,400 Standard Cab Chassis	230000003416-13	46,444.00	Each
Diesel Engine Upgrade	230000003416-14	10,211.00	Each
11,400 Standard Cab Chassis 4wd	230000003416-15	49,666.00	Each
Diesel Engine Upgrade	230000003416-16	10,211.00	Each
11,400 Super Cab Chassis	230000003416-17	49,061.00	Each
Diesel Engine Upgrade	230000003416-18	10,211.00	Each
11,400 Super Cab Chassis 4wd	230000003416-19	52,283.00	Each
Diesel Engine Upgrade	230000003416-20	10,211.00	Each
11,400 Crew Cab Chassis	230000003416-21	50,547.00	Each

Item Name	Product Code		UOM
Diesel Engine Upgrade	2300000034 16-22	10,211.00	Each
11,400 Crew Cab Chassis 4wd	2300000034 16-23	53,770.00	Each
Diesel Engine Upgrade	2300000034 16-24	10,211.00	Each
14,000 Standard Cab Chassis	2300000034 16-25	50,354.00	Each
Diesel Engine Upgrade	2300000034 16-26	10,211.00	Each
14,000 Standard Cab Chassis 4wd	2300000034 16-27	53,023.00	Each
Diesel Engine Upgrade	2300000034 16-28	10,211.00	Each
14,000 Super Cab Chassis	2300000034 16-29	52,976.00	Each
Diesel Engine Upgrade	2300000034 16-30	10,211.00	Each
14,000 Super Cab Chassis 4wd	2300000034 16-31	56,198.00	Each
14,000 Crew Cab Chassis	2300000034 16-33	54,254.00	Each
Diesel Engine Upgrade	2300000034 16-34	10,211.00	Each
14,000 Crew Cab Chassis 4wd	2300000034 16-35	57,481.00	Each
Diesel Engine Upgrade	2300000034 16-36	10,211.00	Each
17,500 Standard Cab Chassis	2300000034 16-37	50,655.00	Each
Diesel Engine Upgrade	2300000034 16-38	10,211.00	Each
17,500 Standard Cab Chassis 4wd	2300000034 16-39	53,329.00	Each
Diesel Engine Upgrade	2300000034 16-40	10,211.00	Each
17,500 Super Cab Chassis	2300000034 16-41	53,278.00	Each

Item Name	Product Code		UOM
Diesel Engine Upgrade	230000003416-42	10,211.00	Each
17,500 Super Cab Chassis 4wd	230000003416-43	56,494.00	Each
Diesel Engine Upgrade	230000003416-44	10,211.00	Each
17,500 Crew Cab Chassis	230000003416-45	54,553.00	Each
Diesel Engine Upgrade	230000003416-46	10,211.00	Each
17,500 Crew Cab Chassis 4wd	230000003416-47	58,226.00	Each
Diesel Engine Upgrade	230000003416-48	10,211.00	Each
Options	230000003416-49	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sunsouth LLC for two 202 John Deere 6M 115 utility tractors with Alamo Machete 3 25ft boom mower heads for Public Services.

Amount of Contract:
$503,347.44

Funding Source
General fund.

ATTACHMENTS:
1. 20250929 Sunsouth Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunsouth LLC for two 202 John Deere 6M 115 utility-tractors with Alamo Machete-3, 25ft-boom, mower-heads, for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $503,347.44

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract. in this configuration

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
28349	2025	(F7000) MOTOR POOL	TWO 2025 JOHN DEERE 6M 115 UTILITY TRACTORS WITH ALAMO MACHETE-3 25FT BOOM MOWER--HEADS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT IN THIS CONFIGURATION)	$503,347.44	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER SLOPE MOWER (PUB. SERVS) AS FOLLOWS: JOHN DEERE 6M 115 CAB TRACTOR WITH MACHETE BOOM MOWER WITH REACH OF 25 FOOT WITH 6 FOOT ROTARY CUTTER HEAD FACTORY MOUNTED TO TRACTOR AND CREEPER GEAR DELIVERED FOB MOBILE TO THE CITY OF MOBILE JDLINK MODEM-NOT MACHINE SYNC CAPABLE;LESS LOADER BOOM;LESS LOADER PACKAGE;LESS LOADER EQUIPMENT;ALTERNATOR 14 V250 A;16F16R POWRQUAD PLUS TRANSMISSION WITH CREEPER 30KMH 19MPH;ISOBUS READY GREENSTAR READY;LESS APPLICATION;STANDARD CAB PACKAGE;STANDARD SEAT;LESS CAB SUSPENSION;MIRRORS MANUAL TELESCOPIC;STANDARD RADIO;RIGHT HAND CONSOLE;HYDRAULIC PUMP 80LMIN;2 MECHANICAL SCVs 2 SCVs 200 SERIES;NO MIDSTACK SCV;REAR PTO 5401000RPM;DRAFTS LINKS W/TELESCOPIC BALL END CATEGORY 3N3;CENTER LINK W/BALL END-CATEGORY 3;SWAY CONTROL BLOCKS;FLANGE TYPE REAR AXLE;ADJUSTABLE STEEL WHEELS;REAR WHEEL SIZE 48080R38 SPECIAL PROFILE;REAR AND FRONT TIRE BRAND NOKIAN;4WD FRONT	2.00 EACH	251673.72000	503347.44

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	AXLE-UNSUSPENDED;ADJUSTABLE STEEL WHEELS;FRONT WHEEL SIZE 44080R24 SPECIAL PROFILE;SHIPPING PREPARTATION W/O CONSERVATION;PREPARTATION FOR FRONT AUXILIARY DRIVE;HEAVY DUTY REAR WHEEL BRAKES;BACKUP ALARM;LESS RECEIVER;LESS DISPLAY;FIRE EXTINGUISHER;EXTINGUISHER BRACKET AS OER SOURCEWELL CONTRACT 032525-AGI AND YOUR QUOTE DATED 9-24-2025			
	Additional Description Notes			

	2024 OR NEWER SLOPE MOWER (PUB. SERVS) AS FOLLOWS:			
	JOHN DEERE 6M 115 CAB TRACTOR			
	JDLINK MODEM-NOT MACHINE SYNC CAPABLE;LESS LOADER BOOM;LESS LOADER PACKAGE;LESS LOADER EQUIPMENT;ALTERNATOR 14 V250 A;16F16R POWRQUAD PLUS TRANSMISSION WITH CREEPER 30KMH 19MPH;ISOBUS READY GREENSTAR READY;LESS APPLICATION;STANDARD CAB PACKAGE;STANDARD SEAT;LESS CAB SUSPENSION;MIRRORS MANUAL TELESCOPIC;STANDARD RADIO;RIGHT HAND CONSOLE;HYDRAULIC PUMP 80LMIN;2 MECHANICAL SCVs 2 SCVs 200 SERIES;NO MIDSTACK SCV;REAR PTO 5401000RPM;DRAFTS LINKS W/TELESCOPIC BALL END CATEGORY 3N3;CENTER LINK W/BALL END-CATEGORY 3;SWAY CONTROL BLOCKS;FLANGE TYPE REAR AXLE;ADJUSTABLE STEEL WHEELS;REAR WHEEL SIZE 48080R38 SPECIAL PROFILE;REAR AND FRONT TIRE BRAND NOKIAN;4WD FRONT AXLE-UNSUSPENDED;ADJUSTABLE STEEL WHEELS;FRONT WHEEL SIZE 44080R24 SPECIAL PROFILE;SHIPPING PREPARTATION W/O CONSERVATION;PREPARTATION FOR FRONT AUXILIARY DRIVE;HEAVY DUTY REAR WHEEL BRAKES;BACKUP ALARM;LESS			

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	RECEIVER;LESS DISPLAY;FIRE EXTINGUISHER;EXTINGUISHER BRACKET			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			503347.44
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 503347.44

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040. PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES	503347.44	1025993.52

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/25/25	JOHN PAINE	Requisition item removed, GL A
Approved	08/01/25	MATTHEW ANDERSON	

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	08/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	09/26/25	MATTHEW ANDERSON			
	Approved	09/26/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	09/26/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	08/01/25	MATTHEW ANDERSON			
	Approved	08/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	08/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	09/26/25	MATTHEW ANDERSON			
	Approved	09/26/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	09/26/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/27/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/27/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/27/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/27/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/27/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/27/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Alamo Group Texas LLC | Tiger

Road right-of-way equipment

#032525-AGI
Maturity Date: 5/15/2029
Website: tigermowers.com/

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 032525-AGI-1 gives access to the following types of goods and services:

- Tractor and mower turnkeys
- Truck mounted mowers
- Boom mowers
- Rotary mowers
- Flail mowers
- Flail, rotary, and specialty heads
- 3-Point hitch mowers
- Wide-area flail mowers
- Flex-wing rotary mowers
- Wheel loader boom mowers
- Excavator attachments

Locate your local dealer or representative
(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
tigermowers.com/awarded-contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sunsouth LLC for two John Deere 5095M tractors for Public Services

Amount of Contract:
$144,900.48

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Sunsouth Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunsouth LLC for two John Deere 5095M tractors for Public Services
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $144,900.48

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract- PO sent to Sunsouth under new Deere distro model.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26018	2025	(F7000) MOTOR POOL	TWO 2025 JOHN DEERE 5095M TRACTORS FOR PUBLIC SERVICES (AL STATE CONTRACT)	$144,900.48	(291912) SUNSOUTH LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00026018-00 FY 2025
ACCOUNTS PAYABLE	PO 25014780
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025JOHN DEERE 5095M TRACTOR AS PER STATE OF ALABAMA CONTRACT MA25000005305 (PG 99 CG 22) AND YOUR QUOTE 33334403DATED 8-8-2025	2.00 EACH	72450.24000	144900.48

Additional Description Notes

2024 JOHN DEERE 5090E CAB TRACTOR AS PER SOURCEWELL CONTRACT AG TRACTORS 082923-DAC (PG 1P CG 70)

AS REQUESTED BY 2086-PSM

1 1000.40.20.2070.2086.2070.0000.0000.45040. 144900.48

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 144900.48

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00026018-00 FY 2025
ACCOUNTS PAYABLE	PO 25014780
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/25	291912				MOTOR POOL

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	144900.48	900277.94
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/26/25	MATTHEW ANDERSON	
Approved	08/26/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/26/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/16/25	SHONNDA SMITH	
Approved	06/16/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/26/25	MATTHEW ANDERSON	
Approved	08/26/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/26/25	CHERI BOUCHER	Auto approved by: 910516584
Rejected	08/20/25	JOHN PAINE	PRICE FOR TRACTOR IS 72,450.
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/27/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/27/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/27/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/27/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/27/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/27/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Tractor - Deere & Company

Type
Master Agreement

Supplier
Ag & Turf SABD & Government Sales

Contract Code
MA250000005305

Linked Solicitation
Statewide Tractor Bid

Sourcing Number
SRC0000025123

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010

1 Record(s)

Contract Scope

Organizations
State of Alabama, State of Alabama

Contract Validity

Start Date
12/6/2024

End Date
12/5/2025

Documents

- MA250000005305_Master_Agreement_V1.pdf
- Tractor Statewide award information.xlsx

Items

Item Name	Product Code		UOM
Tractor 20hp - 29hp - 18% discount	1	0.00	USD
Options 20hp - 29hp - 18% discount	2	0.00	USD
Tractor 30hp - 39hp - 18% discount	3	0.00	USD
Options 30hp - 39hp - 18% discount	4	0.00	USD
Tractor 40hp - 49hp -18% discount	5	0.00	USD
Options 40hp - 49hp -18% discount	6	0.00	USD
Tractor 50hp - 59hp -15% discount	7	0.00	USD
Options 50hp - 59hp - 15% discount	8	0.00	USD
Tractor 60hp - 69hp - 15% discount	9	0.00	USD
Options 60hp - 69hp 15% discount	10	0.00	USD
Tractor 70hp - 79hp - 15% discount	11	0.00	USD
Options 70hp - 79hp - 15% discount	12	0.00	USD
Tractor 80hp - 89hp - 20% discount	13	0.00	USD
Options 80hp - 89hp - 20% discount	14	0.00	USD

Item Name	Product Code		UOM
Tractor 90hp - 99hp - 20% discount	15	0.00	USD
Options 90hp - 99hp - 20% discount	16	0.00	USD
Tractor 100hp - 109hp - 25% discount	17	0.00	USD
Options 100hp - 109hp - 25% discount	18	0.00	USD
Tractor 110hp - 119hp - 25% discount	19	0.00	USD
Options 110hp - 119hp - 25% discount	20	0.00	USD
Tractor 120hp - 129hp - 25% discount	21	0.00	USD
Options 120hp - 129hp - 25% discount	22	0.00	USD
Tractor 130hp - 139hp - 25% discount	23	0.00	USD
Options 130hp - 139hp - 25% discount	24	0.00	USD
Tractor 140hp - 149hp - 25% discount	25	0.00	USD
Options 140hp - 149hp - 25% discount	26	0.00	USD
Tractor 150hp - < - 25% discount	27	0.00	USD

Item Name	Product Code		UOM
Options 150hp - < - 25% discount	28	0.00	USD
OEM Repair Filters / Repair Parts - 0% discount	29	0.00	USD
Delivery - quotable line	30	0.00	USD
Extended Warranty - quotable line	I1_31	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Sunsouth LLC for two John Deere 60P compact excavators for Public Services.

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Sunsouth Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) / John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) / Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for two John Deere 60P compact excavators for Public Services.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $206,756.34

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6000

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Two lowest bids did not meet specifications.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26778	2025	(F7000) MOTOR POOL	TWO 2025 JOHN DEERE 60P COMPACT EXCAVATORS FOR PUBLIC SERVICES (SEALED BID 6000)	$206,756.34	(291912) SUNSOUTH LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER COMPACT EXCAVATOR (MINI EX) AS FOLLOWS: VENDOR TO PROVIDE A 2025 OER NEWER DEERE 60P EXCAVATOR TO INCLUDE 1 BUCKET, 1 DITCH BUCKET AND 1 CONCRETE BREAKER WITH 8 HOURS OF TRAINING FOR MAINTENANCE AND OPERATION AS PER CITY OF MOBILE BID #6000 AND YOUR QUOTE. Additional Description Notes --- E55 R2-SERIES COMPACT EXCAVATOR (MINI EX) AS FOLLOWS: STANDARD EQUIPMENT: 49.7 HP TURBOCHARGED, BOBCAT 1.8L, TIER 4 DIESEL ENGINE, NON-DPF AUTO-IDLE AUTO-SHIFT, TWO-SPEED TRAVEL AUXILIARY HYDRAULICS W/SELECTABLE FLOW W/ARM MOUNTED FLUSH FACE QUICK COUPLERS CANOPY: INCLUDES-CUP HOLDER, RETRACTABLE SEAT BELT, VINYL SUSPENSION SEAT ROLL OVER PROTECTIVE STRUCTURE (ROPS)-MEETS REQUIREMENTS OF ISO 12117-2: 2008 TIP OVER PROTECTIVE STRUCTURE (TOPS)-MEETS REQUIREMENTS OF ISO 12117:2000 FALLING OBJECT PROTECTIVE STRUCTUE (FOPS)-MEETS REQUIREMENTS OF ISO 10262 CONTOL CONSOLE LOCKS CONTROL PATTERN SELECTOR VALVE (ISO/STD) MINIMAL TAIL SWING DELUXE INSTRUMENT PANEL DOZER BLADE W/FLOAT	2.00 EACH	103378.17000	206756.34

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ENGINE/HYDRAULIC MONITOR W/SHUTDOWN FINGERTIP AUXILIARY HYDRAULIC CONTROL			
	CAB PLUS PACKAGE INCLUDED: CAB PLUS PACKAGE-ENCLOSED CAB W/HVAC, DELUXE INSTRUMENT PANEL W/KEYLESS START, CLOTH SUSPENSION SEAT, TRAVEL MOTION ALARM, RADIO HYDRAULIC X-CHANGE-LONG ARM HYDRAULIC CLAMP-X-CHANGE-LONG ARM-CLASS IV W/DIVERTER VALVE LONG ARM 24" MX4 XCHG TEETH 36" MX4 XCHG GRADING FINGERTIP BOOM SWING CONTROL HORN HYDRAULIC JOYSTICK CONTROLS KEYLESS START LIFT EYE RUBBER TRACKS SPARK ARRESTOR STANDARD ARM VANDALISM PROTECTION LED WORK LIGHTS X-CHANMGE ATTACHMENT MOUNTING SYSTEM TELEMATICS W/2 YEAR MACHINE IQ BASICS SUBSCRIPTION MACHINE IQ HEALTH &SECURITY TRIAL WARRANTY: 2YEARS, OR 2000 HOURS WHICHEVER COMES FIRST HB1180 HYDRAULIC BREAKER W/NAIL POINT X-CHANGE MOUNTING CAP-HB1180/HB1380/NB170 HOSE KIT-HB980/HB1180 &NB160 (LONG ARM)			
	AS REQUESTED BY 2086-PSM			

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			206756.34

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 206756.34

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT. .	206756.34	2347.24

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	206756.34	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation, GL Allocation c

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/01/25	SHONNDA SMITH			
	Approved	07/01/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	SHONNDA SMITH			
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	07/02/25	BRENDA RHODES			
	Approved	07/02/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/02/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	10/01/25	BRENDA RHODES			
	Approved	10/01/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	10/01/25	RELYA MALLORY		Auto approved by: 910511034	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6000
TRACKED COMPACT (MINI EX) EXCAVATOR

VENDOR	PERRY BROTHERS EQUIPMENT	CAPITAL TRACTOR	SUNSOUTH	THOMPSON TRACTOR	COWIN EQUIPMENT	BEARD EQUIPMENT
BRAND	Sany SY50	Kubota U55-SR3AP	Deere 60P	Caterpillar 306	Volvo ECR58	Deere 60P
DELIVERY	10 Days	30 Days	180 Days	--	80 Days	30 Days
PRICE	$71,707.32	$92,282.69	$103,378.17	$103,547.00	$107,471.03	$127,000.00

ADDENDUM

September 22, 2025

RE: CITY OF MOBILE BID #6000 FOR TRACKED COMPACT (MINI EX) EXCAVATOR

Please consider this to be Addendum to City of Mobile Bid #6000 for Tracked Compact (Mini Ex) Excavator

DELETE

Boom/Arm to have a reach of no less than 22-Feet with bucket.

REPLACE WITH

Minimum reach at ground level to be no less than 19ft.3in. measured at the hinge pin (not including any attachments to the arm).

DELETE

Digging depth no less than 10.5ft minimum.

REPLACE WITH

Minimum digging reach to be no less than 11ft.3in. measured at the hinge pin (not including attachments to the arm).

DELETE

Minimum maximum height to reach over side of truck bodies 12.5ft.

REPLACE WITH

Minimum maximum height to reach over the side of truck bodies of no less than 13ft.3in. measured at the hinge pin (not including any attachments to the arm).

DELETE

Hydraulic fluid flow no less than 23 GPM to run a breaker, 30-inch drum mulcher or 40+ inch brush cutter.

REPLACE WITH

A minimum Auxiliary Hydraulic flow rate of 20 GPM for attachments.

QUESTION

What brand is the bid based on?

ANSWER

This bid's specifications are loosely based on Bobcat B50 series line of excavators.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6000	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 2-3	**TRACKED COMPACT (MINI EX) EXCAVATOR** 2025 Tracked Compact Excavator (Mini Ex) as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of two (2) compact excavators. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ON AN ITEM BASIS.**					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

COMPACT EXCAVATOR (MINI EX) AS FOLLOWS:

45.7 HP MIMINUM

TURBOCHARGED, TIER 4 DIESEL ENGINE, NON-DPF

AUTO-IDLE

AUTO-SHIFT, TWO-SPEED TRAVEL

AUXILIARY HYDRAULICS W/SELECTABLE FLOW W/ARM MOUNTED FLUSH FACE QUICK COUPLERS

SUSPENSION SEAT

ROLL OVER PROTECTIVE STRUCTURE (ROPS)-MEETS REQUIREMENTS OF ISO 12117-2: 2008

TIP OVER PROTECTIVE STRUCTURE (TOPS)-MEETS REQUIREMENTS OF ISO 12117:2000

FALLING OBJECT PROTECTIVE STRUCTUE (FOPS)-MEETS REQUIREMENTS OF ISO 10262

CONTOL CONSOLE LOCKS

CONTROL PATTERN SELECTOR VALVE (ISO/STD)

MINIMAL TAIL SWING

DELUXE INSTRUMENT PANEL

DOZER BLADE W/FLOAT

ENGINE/HYDRAULIC MONITOR W/SHUTDOWN

FINGERTIP AUXILIARY HYDRAULIC CONTROL

-ENCLOSED CAB W/HVAC,

INSTRUMENT PANEL

KEYLESS START

CLOTH SUSPENSION SEAT, TRAVEL MOTION ALARM

BOOM TO HAVE HYDRAULIC REMOTE QUICK CHANGE COUPLER FOR ATTACHMENTS

DIVERTER VALVE FOR QUICK CHANGE

FINGERTIP BOOM SWING CONTROL

HORN

HYDRAULIC JOYSTICK CONTROLS

24" DIGGING BUCKET WITH TEETH WITH QUICK GOUPLE FITTING.

36" DITCH OR GRADING BUCKET WITH QUICK COUPLE FITTING.

HYDRAULIC CONCRETE BREAKER WITH NAIL POINT AND QUICK COUPLE FITTING.

TO HAVE HYDRAULIC THUMB ON BOOM

BOOM / ARM TO HAVE A REACH OF NO LESS THAN 22 FEET WITH BUCKET

LIFT EYE ON BOOM

RUBBER TRACKS

SPARK ARRESTOR

VANDALISM PROTECTION

LED WORK LIGHTS

TELEMATICS W/2 YEAR MACHINE ACCESS

WARRANTY: 2YEARS, OR 2000 HOURS WHICHEVER COMES FIRST

EXCAVATOR TO HAVE HARD PLUMBED HYDRAULIC LINES ATTACHED TO MACHINE WITH MIMINUM LENGHTS OF HYDRAULIC HOSE REQUIRED TO ATTACH ACCESSORIES TO THE MACHINE.

HYDRAULIC LINES SHALL BE PLACED AND ATTACHED TO MIMINIZE CHANCE OF LINES AND HOSES BEING SNAGGED

DIGGING DEPTH NO LESS THAN 10.5 FT MIMINUM

MINUINUM MAXIUM HEIGHT TO REACH OVER SIDE OF TRUCK BODIES 12.5 FT.

HYDRAULIC FLUID FLOW SHOUL DBE NO LESS THAN 23 GPM TO RUN A BREAKER, 30 INCH DRUM MULCHER OR 40+ INCH BRUSH CUTTER.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales Inc for two 47-foot insulated articulated telescopic bucket trucks for Electrical Dept.

Amount of Contract:
$381,666.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Truck Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc for two 47-foot insulated articulated telescopic bucket trucks for Electrical Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $381,666.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5999

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:
Lower bids did not meet minimum working height requirement.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26526	2025	(F7000) MOTOR POOL	TWO 47FT INSULATED ARTICULATED TELESCOPIC BUCKET TRUCKS FOR ELECTRICAL DEPT (SEALED BID 5999)	$381,666.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026526-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	AERIAL ELECTRICAL 40 FOOT INSULATED ARTICULATING TELESCOPIC DEVICE ON 4X2 CHASSIS. VENDOR TO PROVIDE 2026 INTERNATIONAL CV515 4X2 CHASSIS WITH KNEPHEIDE 6132D54-2-M BODY WITH VERSALIFT VST-47-1 AERIAL LIFT. AS PER CITY OF MOBILE BID #5999 AND YOUR QUOTE.	2.00 EACH	190833.00000	381666.00

Additional Description Notes

2025 CV515 SFA (SMALL BUCKET TRUCK) AS FOLLOWS:

CHASSIS CAB-CONVENTIONAL
DRIVE TYPE-4x2
ENGINE-DIESEL 6.6
BATTERY-12 VOLTS;750-CCA/78-AMP-HR
ALTERNATOR-350-AMP
TRANSMISSION-ALLISON AUTOMATIC
WHEELBASE-165 IN.
HEIGHT-83.0 IN
19.5" POWDER COAT STEEL RIMS W/TIRES SUITED FOR TYPE DUTY
CAB-TO REAR AXLE DIMENSION-84 IN. (2.14 M)
FRAME RESISTING BENDING MOMENT-530,000 IN-LBS.
GVWR-19,500 LBS.
GAWR (FRONT)-7,000 LBS.
GAWR (REAR)-15,500 LBS.
APPROXIMATE CURB WEIGHT FOR STABILITY-13,500 LBS.
KEYS-4 SETS FULLY FUNCTIONAL
OPERATING MANUALS-PRINT AND DIGITAL

Bill To	Requisition 00026526-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WARRANTY INCLUDES: BUMPER TO BUMPER-3YEARS/36,000 MILES POWERTRAIN-5YEARS/100,000 MILES SAFETY RESTRAINT SYSTEM-5YEARS/60,000 MILES CORROSION-5YEARS/UNLIMITD MILES ROADSIDE ASSISTANCE-5YEARS/60,000MILES SEE ATTACHED SPECS AS REQUESTED BY 2060-TRAFFIC ENGINEERING			
1	1000.40.20.3005.2060.3005.0000.0000.45040.			381666.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 381666.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00026526-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	208560				MOTOR POOL

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.	381666.00	39601.17
TRAFFIC ENGINEERING EXP	FLEET VEHICLES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	10/01/25	DONALD ROSE	Automatic Forward to 9105paij
Queued	10/01/25	SANDRA LEWIS	Automatic Forward to 9105paij
Queued	10/01/25	STEVEN KRONINGER	Automatic Forward to 9105paij
Queued	10/01/25	SAMANTHA COOLEY	Automatic Forward to 9105paij
Queued	10/01/25	ANNE FOLEY	Automatic Forward to 9105paij
Queued	10/01/25	JOHN PAINE	Automatic Forward to 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5999
40-FT INSULATED ARTICULATING TELESCOPIC DEVICE

VENDOR	ALTEC	ALTEC	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES
CHASSIS	Ford F550 4x4	Ram 5500 4x4	International CV515	Ford F550	International CV515	Ford F550
AERIAL DEVICE	Altec AT40G	Altec AT40G	Versalift VST-40-I	Versalift VST-40-I	Versalift VST-47-I	Versalift VST-47-I
DELIVERY	140 Days	140 Days	180 Days	180 Days	180 Days	180 Days
PRICE	$160,788.00	$165,669.00	$182,810.00	$182,900.00	$190,833.00	$190,933.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5999	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-4	**40 FT. INSULATED ARTICULATING TELESCOPIC DEVICE** 2025 or Newer 40 ft. Insulated Articulating Telescopic Device or 2025 or Newer 4x2 Medium Chassis as per the following and attached specifications. **CHASSIS:** Make_____ Model_____ Year _____ **BODY:** Make_____ Model_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of two (2). You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Include cost of the title application in your price.

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State,

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

One (1) 40ft Insulated Articulated Telescopic Aerial Device on a Medium Duty 4x2 Chassis with the following MINIMUM specifications:

Vehicle Specifications	YES	NO	Comments
1. Chassis Cab – Conventional			*See Attached
2. Drive Type - 4x2			
3. Engine – Diesel 6.6			
4. Battery – 12 volts; 750 – cca/78-amp-hr			
5. Alternator – 350-amp			
6. Transmission – Allison automatic			
7. Wheelbase – 165.00 in.			
8. Height – 83.0 in.			
8a. 19.5" Powder Coat Steel Rims w/ tires suited for type duty.			
9. Cab-to Rear Axle Dimension – 84 in. (2.14 m).			
10. Frame Resisting Bending Moment – 530,000 in-lbs.			
11. GVWR – 19,500 lbs.			
12. GAWR (Front) – 7,000 lbs.			
13. GAWR (Rear) – 13,500 lbs.			
14. Approximate Curb Weight for Stability – 13,500 lbs.			
15. Warranty Includes:			
• Bumper to Bumper – 3 years/36,000 miles			
• Powertrain – 5 years/100,000 miles			
• Safety Restraint System – 5 years/60,000 miles			
• Corrosion – 5 years/Unlimited miles			
• Roadside Assistance – 5 years/60,000 miles			
16. Keys – 4 sets fully functional			
17. Operating Manuals – Print and Digital.			

AERIAL Dimensional Specifications			
1. Height to Bottom of Platform 43ft. 5in. (12.3 m).			
2. Working Height 48 ft 5 in (13.8 m).			
3. Stowed Travel Height 10ft 6 in (3.2 m).			

4. Weight of Lift 3,360 lbs. (1525 kg). ____ ____ _____
5. Rotation (360° Continuous). ____ ____ _____
6. Power inverter with switch in the cab. ____ ____ _____
7. Light bar with Alley light. ____ ____ _____
8. Strobe lights front/back. ____ ____ _____
9. L.E.D. Directional light bar in back. ____ ____ _____
10. 600 lb rated bucket. ____ ____ _____
11. 40ft. Platform height. ____ ____ _____
12. Tale shelf 24". ____ ____ _____
13. Total length of bins 13ft. 1 ½". ____ ____ _____
14. Last bin 23". ____ ____ _____
15. Middle bin 54". ____ ____ _____
16. Second bin 18". ____ ____ _____
17. First bin 32". ____ ____ _____
18. Hydraulic system 3000 psi. ____ ____ _____
19. One set of outriggers behind cab. ____ ____ _____

Utility Body

1. There shall be a solid frame mounted work area or tail piece to the rear of the utility body. The area will be tread plated and coated with spray in/spray on body liner. Size of tail piece is such that it will project 24" rearward past the utility body and be the width of the utility body. ____ ____ _____
2. The tailpiece shall also allow for the employer to step up to the tailpiece to access the man lift and the open area of the utility body ____ ____ _____
3. There shall be a horizontal compartment over the rear wheels of the truck____ ____ _____
4. There shall be 2 vertical compartments on the utility body, either side

of the horizontal compartments. These shall be full height of the utility body. ____ ____ _____

5. All compartments shall be provided with full height tracks for shelving from bottom to top. Forward vertical compartments shall be no less than 18" wide and the rearward vertical compartment no less than 23" wide. ____ ____ _____

6. Utility body shall have spray in liner shall coat the following areas: tops of the utility body compartments, inside the center of the utility body, sides up to the top, floor and the inside of the tailgate (if so exists on the body). ____ ____ _____

7. There shall be inside of the utility body in all four (4) corners of the body floor, drain holes no less than one (1) inch in diameter. ____ ____ _____

Compartment Locking

1. There shall be a single point to lock and secure the compartment on each side. This locking point can be on the rear of the utility body. ____ ____ _____

2. The locking point will have a place for a padlock and a handle large enough for use by a gloved hand. Compartment door latches shall AERIAL be slam latch type with paddle handles. ____ ____ _____

Manlift

1. Manlift shall have a maximum height of not less than 40'. ____ ____ _____

2. Manlift basket shall be INSULATED ____ ____ _____

3. Manlift basket shall pivot 90 degrees to one side of the centerline of boom and 80 degrees to the opposite of the centerline of the boom. ____ ____ _____

Trailer Hitch

1. There shall be a 2" receiver type trailer hitch mounted to the frame of the truck. ____ ____ _____

Emergency Warning Lights

1. There shall be a full LED light bar on the cab roof, with hook on mounting, permanent mount will not be acceptable. Light bar will flash yellow/amber to the front, sides and rear. There shall be alley lights to the sides and work/takedowns to the front. ____ ____ _____

2. On the rear upper corners of the utility body, there shall be 360 degree amber beacons. ____ ____ _____

3. There shall be LED four (4) corner lights mounted in the corners of the vehicle, two (2) in the front and two (2) mounted into the rear body. The rear corner LEDs shall be recessed into the vehicle body. The forward facing corner LEDs will not be placed in the headlight or parking light fixtures or enclosures, they shall be separate standalone light fixtures._ ____ ____ _____

4. There shall be a LED amber traffic directing light bar mounted on the rear of the utility body. The traffic directing light bar shall go across the entire width of the rear of the vehicle body. ____ ____ _____

5. Each of the emergency warning light functions is to be individually switched. There shall be a lighting control box, Example Whelen SW10 that allows for individual switching as well as a master control to control all lights at the same time on/off. ____ ____ _____

6. There shall be a 4" x 6" amber LED flashing light at the rear axle area mounted into the utility body. Flash perpendicular to the body. ____ ____ _____

7. There shall be amber LED 360 degree light mounted either side of the man lift that rotates with the aerial boom. The lights shall be mounted to the boom mechanism and move with the boom. ____ ____ _____

Rear Vehicle Lighting

1. Mounted into the tail piece shall be the required ICC/DOT required lights stop, turn, backup, marker light, as well as, the Amber Traffic Director Lightbar. ____ ____ _____

PROCUREMENT DEPARTMENT

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All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales, Inc. for one 2026 International CV515SFA 4x4 crew-cab winch and service truck for Urban Forestry.

Amount of Contract:
$146,049.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Truck2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales, Inc. for one 2026 International CV515SFA 4x4 crew-cab winch and service truck for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $146,049.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5992

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
26439	2025	(F7000) MOTOR POOL	2026 INTERNATIONAL CV515SFA 4X4 CREW-CAB WINCH AND SERVICE TRUCK FOR URBAN FORESTRY (SEALED BID 5992)	$146,049.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FORESTRY WINCH AND SERVICE TRUCK CABLE PLACER PTO/TRANSMISSION FUNCTIONALITY STANDARD PARKING BAKE MACHINE INTERLOCK FRONT MOUNTED HYDRAULIC WINCH CUSTOM OPTION 1 WINCH CABLE W/SHACKLE, IWRC 6X36, 1/2 INCH DIA, 200 FT L WINCH CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED), ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) hYDRAULIC CAPSTAN, BRADEN PCD24B, 30 GPM, 4000 LBS, BUMPER PACKAGE W/TWO (2) TOOL BOXES CAPSTAN CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED), ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) CUSTOM FLATBED CROSSMEMBER HEIGHT PVC CANISTER KIT 5 LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T) VISE, UTILITY, 6.5 JAW W/5.5 OPENING PIPE JAWS W/REPLACEABLE JAWS AND SWIVEL BASE (WILTON #11128) REMOTE SPOT LIGHT, LED, PERMANENT MOUNT, W/PROGRAMMABLE WIRELESS REMOTE (GO-LIGHT #30004ST) UPFITTER SWITCHES, DODGE (SUPPLIED W/CHASSIS) ONE EMERGENCY STOP	1.00 EACH	146049.00000	146049.00

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	LOCATED AT GROUND LEVEL INSTALLED AT THE REAR OF THE VEHICLE WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL CHASSIS SPECIFICATIONS 4x4 DRIVE TRAIN CREW CAB 84 INCH CA 19,500LB GVWR 7,000LB FRONT GAWR 14,706LB RAWR AUTOMATIC TRANSMISSION DIESEL ENGINE 6.6 LITER VENDOR TO PROVIDE 2026 INTERNATIONAL CV515SFA CREW CAB AND CHASSIS AS PER CITY OF MOBILE BID #5992 AND YOUR QUOTE Additional Description Notes --- F350 TRUCK-CANDY SUPPORT TRUCK AS FOLLOWS: UNIT/BODY SPECIFICATIONS: STANDARD PUMP FOR PTO CABLE PLACER PTO/TRANSMISSION FUNCTIONALITY STANDARD PARKING BAKE MACHINE INTERLOCK FRONT MOUNTED HYDRAULIC WINCH CUSTOM OPTION 1 WINCH CABLE W/SHACKLE, IWRC 6X36, 1/2 INCH DIA, 200 FT L WINCH CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED), ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) hYDRAULIC CAPSTAN, BRADEN PCD24B, 30 GPM, 4000 LBS, BUMPER PACKAGE W/TWO (2) TOOL BOXES CAPSTAN CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED),ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) CUSTOM FLATBED CROSSMEMBER HEIGHT			

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	PVC CANISTER KIT OPTION 1 5 LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T) VISE, UTILITY, 6.5 JAW W/5.5 OPENING PIPE JAWS W/REPLACEABLE JAWS AND SWIVEL BASE (WILTON #11128) REMOTE SPOT LIGHT, LED, PERMANENT MOUNT,W/PROGRAMMABLE WIRELESS REMOTE (GO-LIGHT #30004ST) MULTI-POINT GROUNDING SYSTEM GROUNDING LUG, COPPER, U-SHAPED, THREADED UPFITTER SWITCHES, DODGE (SUPPLIED W/CHASSIS) ONE EMERGENCY STOP LOCATED AT GROUND LEVEL INSTALLED AT THE REAR OF THE VEHICLE STANDARD ALTEC WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL SPECIAL FLEET NON-CARB REGISTERED STATE CHASSIS SPECIFICATIONS DODGE RAM 5500 4x4 DRIVE TRAIN CREW CAB 84 INCH CA 19,500LB GVWR 7,000LB FRONT GAWR 14,706LB RAWR CUMMINS 6.7L TURBO DIESEL (DODGE) AISIN AS69RC AUTOMATIC TRANSMISSION NO EPA CLEAN IDLE CERTIFICATION REQUIRED AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			146049.00

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 146049.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	146049.00	39601.17
SANITATION EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/25/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/25/25	SHONNDA SMITH	
Approved	06/25/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	MATTHEW ANDERSON			
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5992
FORESTRY WINCH AND SERVICE TRUCK

VENDOR	Truck Equipment Sales	Altec	Altec
TRUCK	International CV515 SFA 2026	Ram 5500 2024 Model	Ram 5500 2026 Model
BODY	Per Vendor Custom	FBT5-1440	FBT5-1440
DELIVERY	120 Days	45 Days	190 Days
PRICE	$146,049.00	$153,230.00	$168,080.00

ADDENDUM

September 22, 2025

RE: CITY OF MOBILE BID #5992 FOR FORESTRY WINCH AND SERVICE TRUCK

Please consider this to be Addendum to City of Mobile Bid #5992 for Forestry Winch and Service Truck.

The following questions have been asked on the Forestry Winch and Service Truck. Here are the questions and answers.

Cable Placer PTO/Transmission Functionality

QUESTION: Clarify "Cable Placer PTO" No cable placer installed

ANSWER: Cable Placer Required

Front Mounted Hydraulic Winch

QUESTION: Winch rating required?

ANSWER: Front Mounted Hydraulic Winch to be 10-Ton Rated

144-Inch Steel Flatbed Body with 9/64" with (1o gauge) Smooth Galvanneal Floor

QUESTION: Paint black or white?

ANSWER: Black

Install 2 PVC Canasters Between Body & Chassis Opening in Back

QUESTION: Cannister length? Cannister diameter? Mounted vertically or horizontally?

ANSWER: See Drawing.

100-Gallon Fuel Transfer Tank with Electric Pump

QUESTION: Tank location? Pump GPM?

ANSWER: See Drawing. 12-Volt pump to be less than 10-GPM.

One (1) 36" x 36" Pass Through Box (length to be entire length of body)

QUESTION: Steel or Aluminum?

ANSWER: Aluminum

Two (2) 48" Boxes mounted on top of body beside Pass Through Box on SS and CS
One (1) 36" Box mounted under body on SS front.

QUESTION: Steel or Aluminum?
ANSWER: Aluminum

Remote Spot Light, LED Permanent Mount with Programmable Wireless Remote (go-light #30004ST)

QUESTION: Mounting location?
ANSWER: To be decided prior to construction.

Delete: "Multi-Point Grounding System"

Delete: "Grounding Lug, Copper, U-Shaped, threaded one mounted on front bumper one mounted on the CS rear"

One (1) Emergency Stop located at ground level installed at the rear of the vehicle, Back-Up Camera

QUESTION: To stop winch? Or to stop truck engine?
ANSWSER: To kill the engine

Delete: "City to provide samsara unit"

Install Wil-Ro Ladder Rack Body

QUESTION: Please clarify: Is ladder rack to be included? If so, specify design, length, size.
ANSWER: See drawing. Ladder rack to be provided and installed.

Apply non-skid coating (black) to all walking surfaces.

QUESTION: White also specified. Black or White?
ANSWER: Black

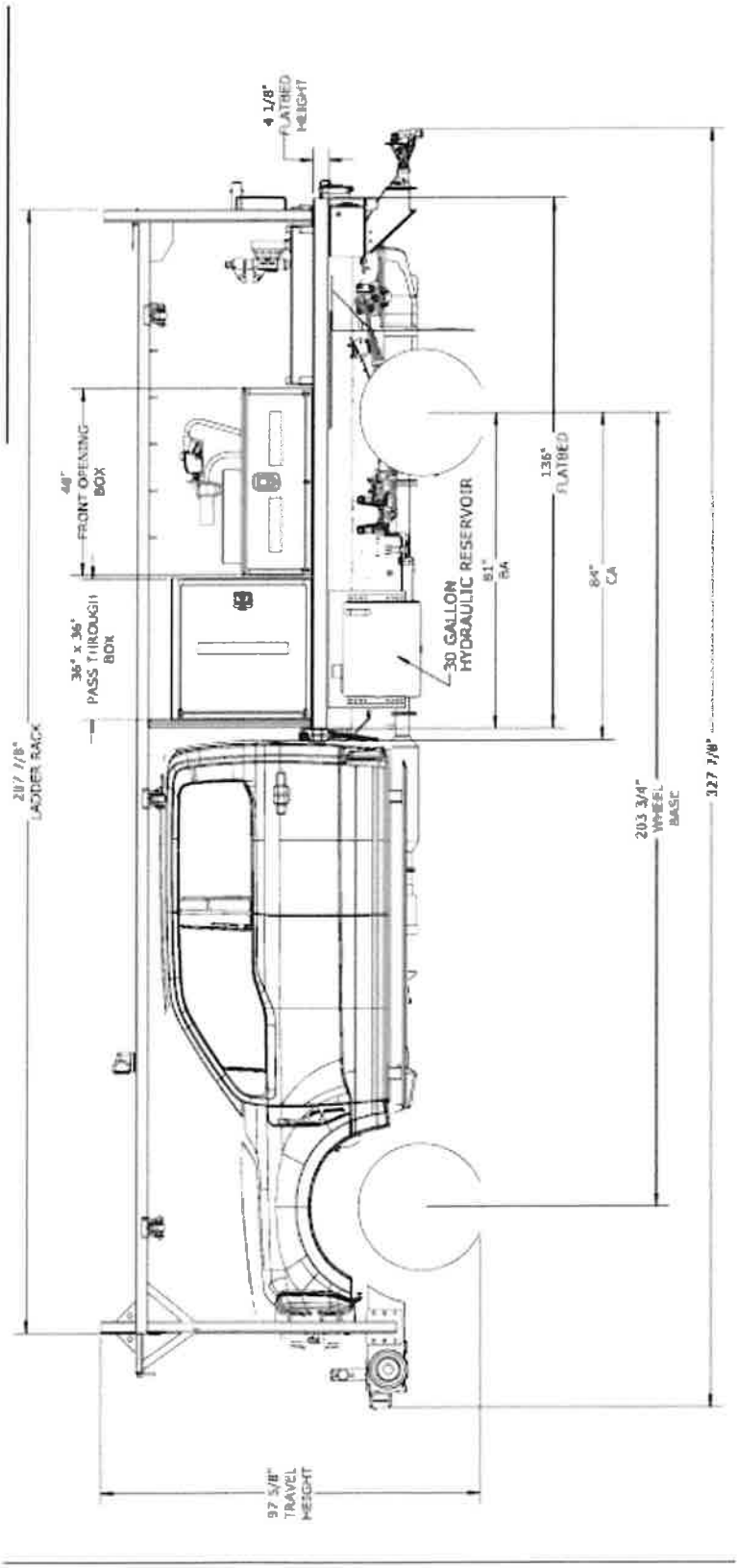
QUESTION: To include box tops?
ANSWER: Yes

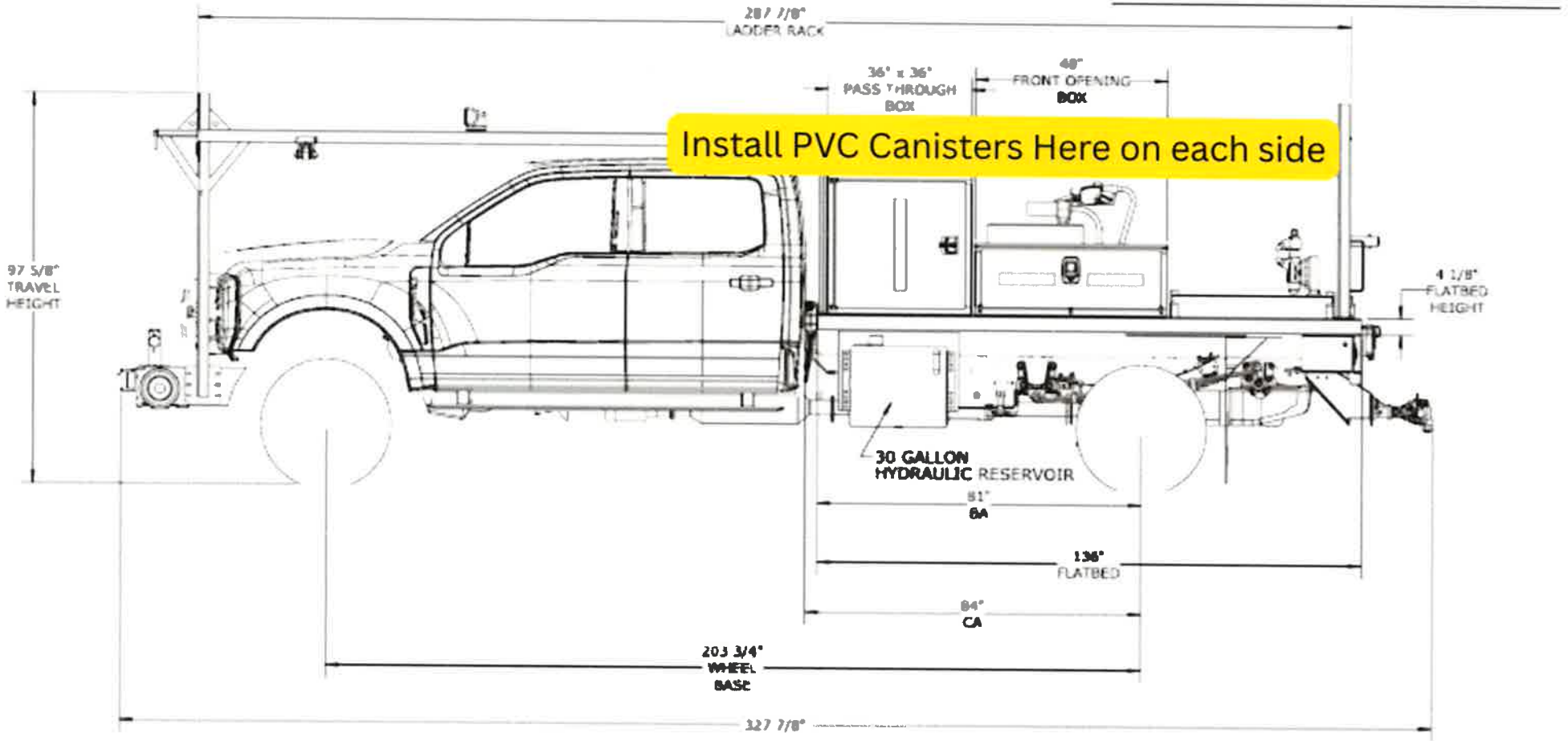
QUESTION: Coating on tops of boxes? If so, what color?
ANSWER: Yes; Black

Attached are drawings specifying locations.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile


4 1/8"
FLATBED
HEIGHT
48"
FRONT OPENING
BOX
36" x 36"
PASS THROUGH
BOX
30 GALLON
HYDRAULIC RESERVOIR
81"
BA
136"
FLATBED
84"
CA
287 7/8"
LADDER RACK
203 3/4"
WHEEL
BASE
327 7/8"
97 5/8"
TRAVEL
HEIGHT


287 7/8"
LADDER RACK
36" x 36"
PASS THROUGH
BOX
48"
FRONT OPENING
BOX
Install PVC Canisters Here on each side
97 5/8"
TRAVEL
HEIGHT
4 1/8"
FLATBED
HEIGHT
30 GALLON
HYDRAULIC RESERVOIR
81"
BA
136"
FLATBED
84"
CA
203 3/4"
WHEEL
BASE
327 7/8"

PVC Canister
Toolbox
Toolbox
PVC Canister
Fuel Tank
Toolbox

PVC Canister
Toolbox
Toolbox
PVC Canister
Fuel Tank
Toolbox
winch


CHEVROLET

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5992	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**FORESTRY WINCH AND SERVICE TRUCK** 2025 OR NEWER FORESTRY WINCH AND SERVICE TRUCK as per the following and attached specifications. MAKE: _____ MODEL: _____ YEAR: _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) forestry winch and service truck. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CHASSIS SPECIFICATIONS AS FOLLOWS:

Chassis 2025 Model Year

Dual Rear Wheel

4x4 DRIVE TRAIN

CREW CAB: Full Double cab with (4) four full length doors

Chassis: white

Running Boards

Skid Plate

Side Mirrors, Power Adjusting, Manual Folding, Non-Telescopic with Heated Glass

Cruise Control

12V DC Power Outlet

Air Conditioning

Backup Camera

Keyless Entry

Power Door Locks

Power Windows

Tilt Steering Wheel

84 IN CA

19,500 LB GVWR

7,000 LB Front GAWR

14,706 LBRAWR

Cummins 6.5L Diesel

Automatic Transmission

4.44 Axle Ratio

Hydraulic Brakes

Park Brake in Rear Wheels

Vinyl Split Bench Seat

UNIT AND HYDRAULIC ACC.

Hydraulic Reservoir, 30 Gallon, Service Body

Pump for PTO

Hot Shift PTO

Cable Placer PTO/Transmission Functionality

Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable

Front Mounted Hydraulic Winch

Front Hydraulic Braden Winch Bumper with Capstan on CS ALTEC TO supply

Winch to have 200 Foot of Yankum Rope or equal-NO STEEL CABLE

Winch controls, Dual Location (in-cab and remote mounted), Electrohydraulic, Single Axis Control Lever (Meterable)

Bumper Package with two (2) toolboxes in bumper

Capstan Controls, Dual Location (in-cab and remote mounted) Electrohydraulic, Single Axis Control Lever (meterable)

BODY

Body to be 12Ft long with 96" window

Paint to be white

144 inch steel flatbed body with 9/64" with (10 gauge) smooth Galvanneal Floor

Body to have Retaining Boards

BODY AND CHASSIS ACCESSORIES

Install 2 PVC canasters between body and chassis opening in back

5 LB Fire Extinguisher with Light Duty Bracket Shipped Loose (Amerex #B402T)

Triangular Reflector Kit (contains 3 Reflectors)

Vinyl Maual pouch for strage of all operator and parts manuals

Utility 6.5 Jaw with 5.5 Opening Pipe Jaws with Replaceable Jaws and Swivel base (Wilton # 11128)

100 gallon fuel transfer tank with electric pump

One (1) 36"x36" pass through box (length to be entrie length of body)

Two (2) 48" box mounted on top of body beside pass through box on SS and CS

One (1) 36" box mounted under body on SS front

4-corner strobes, amber, LED two (2) surface mounted lights in rille, two (2) round lights at rear LED to be rated Class 1 or Class A

Remote Spot Light, LED Permanent Mount with programmable wireless remote (go-light #30004ST)

Multi-point grounding System

Grounding Lug, Copper, U-shaped, threaded one mounted on front bumper one mounted on the CS rear

Upfitter switches

One(1) emergency stop located at ground level installed at the rear of the vehicle

Back up camera

City to provider Pike radio and samsara unit

FINISING DETAILS

Install Wil-Ro ladder rack body

Platform headboard solid 10G650A Flush Mount Expanded Metal Window

Bed and underbody painted black

Apply non-skid coating (black) to all walking surfaces

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales Inc to provide and install Knapheide KDBD5912 dump body on City provided Ford F350 chassis for Traffic Engineering.

Amount of Contract:
$15,700.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Truck3 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc to provide and install Knapheide KDBD5912 dump body on City provided Ford F350 chassis for Traffic Engineering. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,700.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
29603	2025	(F7000) MOTOR POOL	PROVDE AND INSTALL KNAPHEIDE KDBD5912 DUMP BODY ON CITY PROVIDED FORD F350 CHASSIS FOR TRAFFIC ENGINEEERING (PRICE BELOW BID REQUIREMENT)	$15,700.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00029603-00 FY 2025
ACCOUNTS PAYABLE	PO 25014777
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DUMP BODY 60" CHASSIS (TRAFFIC ENG) AS FOLLOWS: FURNISH AND INSTALL KNAPHEIDE KDBDS912 DUMP BODY FOR 60" CHASSIS 12" DROP SIDES PAINTED BLACK INCLUDES KNAPHOIST BACK UP ALARM 1/4" CAB SHIELD REAR RECEIVER HITCH AS PER TRUCK EQUIPMENT SALES QUOTE E-1394 DATED 8-25-2025	1.00 EACH	15700.00000	15700.00
	Additional Description Notes			

	DUMP BODY 60" CHASSIS (TRAFFIC ENG) AS FOLLOWS:			
	FURNISH AND INSTALL KNAPHEIDE KDBDS912 DUMP BODY FOR 60" CHASSIS 12" DROP SIDES PAINTED BLACK INCLUDES KNAPHOIST BACK UP ALARM 1/4" CAB SHIELD REAR RECEIVER HITCH			
	AS REQUESTED BY 2060-TRAFFIC ENG.			
1	1000.40.20.3005.2060.3005.0000.0000.45040.			15700.00

Bill To	Requisition 00029603-00 FY 2025
ACCOUNTS PAYABLE	PO 25014777
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Converted Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 15700.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.	15700.00	39601.17
TRAFFIC ENGINEERING EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/27/25	JOHN PAINE	GL Allocation changed
Approved	08/29/25	MATTHEW ANDERSON	
Approved	08/29/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/29/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00029603-00 FY 2025
ACCOUNTS PAYABLE	PO 25014777
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	208560				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/30/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/30/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/30/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/30/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/30/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/30/25	JOHN PAINE		.	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales Inc provision and installation of customized Knapheide PLB-12-B landscape body on City 2026 Ford F550 crew-cab chassis for Parks Department.

Amount of Contract:
$25,766.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Truck Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order toTruck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc provision and installation of customized Knapheide PLB-12-B landscape body on City 2026 Ford F550 crew cab chassis for Parks Department. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,766.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
25813	2025	(F7000) MOTOR POOL	PROVISION AND INSTALLATION OF CUSTOMIZED KNAPHEIDE PLB-12-B LANDSCAPE BODY ON CITY 2026 FORD F550 CREW-CAB CHASSIS FOR PARKS DEPT (PRICE BELOW BID REQUIREMENT)	$25,766.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00025813-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LANDSCAPE BODY FOR 2026 FORD F550 CREW CAB AS FOLLOWS: VENDOR TO INSTALL CUSTOM LANDSCAPE BODY WITH DOORS OR BOTH STREET AND CURB SIDES TO INCLUDE A TARP SYSTEM. AS PER YOUR QUOTE E-1427 DATED 9-9-2025	1.00 EACH	25766.00000	25766.00
	Additional Description Notes			

	LANDSCAPE BODY FOR CHEVROLET 4500 CREW CAB AS FOLLOWS:			
	NSTALL KNAPHEDIE PLB-12-B LANDSCAPE BODY VENCO VC620SF-ED ELECTRIC/HYDRAULIC HOIST 2 RING FOLD DOW N STEP 4 CORNER STROBE SYSTEM ICC BUMPER W ITH REAR REC HITCH AND 7 W AY PLUG 1/4 CAB SHIELD PROTECTOR TARP SYSTEM			
	AS REQUESTED BY 2012-PARKS			
1	1000.40.20.2030.2012.2005.0000.0000.45040.			25766.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To			

Bill To	Requisition 00025813-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 25766.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	25766.00	
PARKS MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	06/12/25	KIM CARMODY	
Approved	06/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	09/30/25	KIM CARMODY	Auto approved by: 91055604
Approved	09/30/25	DANIEL OTTO	
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/12/25	KIM CARMODY	
Approved	06/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	10/01/25	KIM CARMODY	Auto approved by: 91055604
Approved	10/01/25	DANIEL OTTO	
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	10/03/25	DONALD ROSE	Auto approved by: 9105paij
Approved	10/03/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/03/25	STEVEN KRONINGER	Auto approved by: 9105paij

Bill To	Requisition 00025813-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	208560				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions personnel training, qualification, & evaluation and equipment inspection software services for MFRD.

Amount of Contract:
$76,699.62

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Vector Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vector Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions personnel training, qualification, & evaluation and equipment inspection software services for MFRD. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $76,699.62

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2444	2026	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF VECTOR SOLUTIONS PERSONNEL TRAINING, QUALIFICATION, & EVALUATION, AND EQUIPMENT INSPECTION SOFTWARE SERVICES FOR MFRD (BID EXEMPT AS SOFTWARE)	$76,699.62	(295501) VECTOR SOLUTIONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE. THIS IS A TRAINING SOFTWARE.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
	PREVIOUSLY TARGETSOLUTIONS.			
001	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	40.00 EACH	182.54000	7301.60
	Additional Description Notes			
	SOFTWARE: ANNUAL RENEWAL Vector Check It - Vehicles Apparatus Per renewal notice Vendor Item Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			7301.60
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Vector LMS, TargetSolutions Edition - Maintenance Fee; Annual maintenance of Vector LMS, TargetSolutions Edition Per renewal notice Vendor Item Inventory Item/Loc 1719	1.00 EACH	395.00000	395.00
	1 1000.30.15.1510.1510.1510.0000.0000.42115.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	27.00 EACH	91.27000	2464.29

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes --- Vector Check It - Fire/EMS Vehicles Vehicles Per renewal notice Vendor Item Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			2464.29
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	490.00 EACH	102.29000	50122.10
	Additional Description Notes --- Vector LMS, TargetSolutions Edition Premier Membership Training management for public entities and professionals Per renewal notice Vendor Item Inventory Item/Loc 1719			

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.42115.			50122.10

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

005	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Vector LMS, TargetSolutions Edition - Online Training Package Admin Per renewal notice Vendor Item Inventory Item/Loc 1719	41.00 EACH	43.47000	1782.27
1	1000.30.15.1510.1510.1510.0000.0000.42115.			1782.27

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Vector Evaluations+ Vector Evaluations+ for web and mobile Per renewal notice Vendor Item Inventory Item/Loc 1719	531.00 EACH	27.56000	14634.36
1	1000.30.15.1510.1510.1510.0000.0000.42115.			14634.36

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 76699.62

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42115.	76699.62	3041026.35
FIRE ADMINISTRATION EXP SOFTWARE COSTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/03/25	DONALD ROSE	Auto approved by: 9105fola
Approved	10/03/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/03/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/03/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/03/25	ANNE FOLEY	
Approved	10/03/25	JOHN PAINE	Auto approved by: 9105fola
Approved	10/03/25	ANNE FOLEY	Auto approved by: 9105fola

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution HIP year 2

REVIEWERS:
Shakeena Cox
James Roberts
James Barber

RESOLUTION

Sponsored by: _____

WHEREAS, the City Council determined through Resolution 09-902 on September 27, 2024 that it is wise, expedient, and necessary to facilitate neighborhood revitalization through the acquisition, construction and rehabilitation of residential, mixed-use, commercial, and public projects; and,

WHEREAS, in addition, the City Council through Resolution 09-902 identified a public need for affordable, attainable and/or workforce housing due to the unprecedented nationwide increase in housing costs and that the expenditure of funds through a revolving fund will serve a valid and sufficient public purpose and named the revolving fund the Housing Improvement Plan Enterprise Fund; and,

WHEREAS, the City Council in its identification of the public need and declaration of public purpose above, includes the allowance of participation by certified police department personnel, certified fire department personnel, and current certified elementary, primary, middle, and high school educator personnel as part of the stabilization plan for the Housing Improvement Plan areas of investment; and,

WHEREAS, the City of Mobile continues to seek and promote local economic and commercial development of the City; to promote the expansion and retention of business enterprise within the City; to increase employment in the City, especially for those residing in the City; to promote and develop for the public good and welfare, commerce, industry, and employment opportunities in the City; to increase tax revenue base of the City and property values of the City; and to promote the convenience, order, prosperity and welfare of its citizens. The increased revenues, additional economic activity, creation of new jobs and other benefits will directly benefit the City; and,

WHEREAS, within the Housing Improvement Plan, the acquisition of vacant and blighted properties; the stabilization of existing structures; and the construction of houses, either by the City directly or through the use of public-private partnerships; and, the sale of said properties will serve a public purpose by returning under-utilized land to productive use, leverage ongoing capital investments, and providing housing; and,

WHEREAS, the City finds the Housing Improvement Plan to be beneficial to the people of the City to such an extent as to fully warrant and justify the appropriation of City funding and support contemplated herein;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that $1,000,000 from General Funds within the Mayor's Office for the purpose of funding operations for the Housing Improvement Plan and $500,000 from Council District 2

Capital Funds for use on capital improvements within the plan target area located in District 2 are authorized to be moved to the Housing Improvement Plan Enterprise Account; those funds moved from Council Capital Funds being subject to coordination requirements between the Councilor of the District and Mayor as outlined in Resolution 09-902 and authorizing any requirements related to this coordination;

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to utilize the Housing Improvement Plan Enterprise Fund to create and administer a comprehensive program to redevelop neighborhoods for the end purpose of providing additional affordable and/or workforce units of housing within the City of Mobile. This authorization extends to the additional hiring of personnel within the Neighborhood Development Department to administer this program. The Mayor, or his designee, is further authorized to acquire and dispose of land and/or execute Subrecipient Agreement, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City for the purpose described for the Fund.

Adopted:

_____

Lisa C. Lambert, City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Scott Collins, Executive Director of Finance

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Transfer Capital Reserve Fund and Close Out Inactive Capital Account

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Budget Admendment Resolution - Hur Reserve tp Cap Reserve
2. Budget Admendment Resolution - Hur Reserve tp Cap Reserve

REVIEWERS:
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile has funds remaining in a capital project account entitled “Hurricane Reserve” and that account has had no activity since 2018; and

WHEREAS, the City of Mobile also has a capital project account entitled “Capital Reserve”; and

WHEREAS, the duplication of these “reserve” accounts and the 2025 creation, by ordinance, of the general fund reserve account makes it reasonable to close the capital “Hurricane Reserve” account and transfer those available funds to the “Capital Reserve” account; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer the total available balance of $940,376.59 in capital project C0006, Hurricane Reserve, to capital project C0116, Capital Reserve, and close out capital project C0006, Hurricane Reserve.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile has funds remaining in a capital project account entitled “Hurricane Reserve” and that account has had no activity since 2018; and

WHEREAS, the City of Mobile also has a capital project account entitled “Capital Reserve”; and

WHEREAS, the duplication of these “reserve” accounts and the 2025 creation, by ordinance, of the general fund reserve account makes it reasonable to close the capital “Hurricane Reserve” account and transfer those available funds to the “Capital Reserve” account; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer the total available balance of $940,376.59 in capital project C0006, Hurricane Reserve, to capital project C0116, Capital Reserve, and close out capital project C0006, Hurricane Reserve.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Scott Collins, Executive Director of Finance

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Transfer Capital Funds to DIP Community Center Project

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Budget Admendment Resolution - Capital Reserve to DIP Community Center
2. Budget Admendment Resolution - Capital Reserve to DIP Community Center

REVIEWERS:
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, capital project C0855, entitled DIP Community Center, currently has an unencumbered available balance of approximately $1,130,000; and

WHEREAS, this is an active multi-phase project that will require additional funding to complete; and

WHEREAS, the transfer described in this resolution will provide additional funding for phase one demolition and phase two renovations of the community center; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer $2,000,000 from capital project C0116, Capital Reserve, to capital project C0855, DIP Community Center.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, capital project C0855, entitled DIP Community Center, currently has an unencumbered available balance of approximately $1,130,000; and

WHEREAS, this is an active multi-phase project that will require additional funding to complete; and

WHEREAS, the transfer described in this resolution will provide additional funding for phase one demolition and phase two renovations of the community center; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer $2,000,000 from capital project C0116, Capital Reserve, to capital project C0855, DIP Community Center.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Karen Poth

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Benjamin Victor Studios, Inc. to design, model, cast, finish, deliver, and oversee installation of 125% life-size statue of Jimmy Buffett for the National Maritime Museum of the Gulf.

Amount of Contract:
NTE $220,000.00

Funding Source
TIFF.

ATTACHMENTS:
1. Agenda Package Contract Buffett Mobile100v2

REVIEWERS:
Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: October 14, 2025 (Date) Item No. _____

Submitted by: National Maritime Museum of the Gulf (Department) Karen Poth (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Joe Snowden (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Benjamin Victor Studios, Inc.

PURPOSE & SCOPE OF PROJECT:

Contract with Benjamin Victor Studios, Inc. to design, model, cast, finish, deliver, and oversee installation of 125% life-size statue of Jimmy Buffett for the National Maritime Museum of the Gulf
TIFF

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $220,000

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): _____

How many bidders submitted bids (if applicable): _____

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Benjamin Victor Studios, Inc., in an amount not to exceed $220,000, as appropriated funds are available, to design, model, cast finish, deliver and oversee installation of a sculpture of Jimmy Buffett for the National Maritime Museum of the Gulf, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

ALABAMA

NON-CONSTRUCTION
PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date on which the last party executes this agreement (the "Effective Date"), by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Benjamin Victor Studios, Inc, 10619 W. Victory Road, Boise, ID 83709, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in life-size bronze sculpture; and

WHEREAS, the City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality, especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES/ SCOPE

A. The professional services to be performed by the Contractor under this Agreement ("Services") for City of Mobile are to provide the following:
Contractor shall design, model, cast, finish, deliver, and (if requested by City) oversee installation of one (1) 125% life-size bronze sculpture of Jimmy Buffett with guitar; pair of flip-flops, separate (**Exhibit A**). Deliverables/acceptance: (a) concept sketch(s); (b) maquette; (c) full-size clay; (d) mold/bronze casting; (e) patina/finish; (f) installation instructions & maintenance guide; (g) as-installed photo log. City approval is required at (a)–(c) before proceeding.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to the "City Project Manager," who will be the Director, National Maritime Museum of the Gulf of Mexico, or her designated representative, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Two hundred twenty thousand dollars **[$220,000.00]** for the entire Project in accordance with **Exhibit C** Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City Project Manager, who will be the Director, National Maritime Museum of the Gulf of Mexico, subject to annual appropriation and compliance with this Agreement.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by the City upon receipt of the Contractor's invoice and written approval of same by the City's Project Manager, indicating that services have been rendered in conformity with this Contract. The "City Project Manager" will be the Director, National Maritime Museum of the Gulf of Mexico, or her designated representative.

B. The Contractor's invoices shall be in a form satisfactory to the Project Manager who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

C. Proper invoice must reference the applicable **Exhibit C** fee schedule, include evidence of City acceptance for that milestone, and be submitted Net 30. City may withhold disputed portions pending resolution.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

C. Design changes requested by City after milestone approval require a written amendment with fee/time adjustments. Contractor must obtain written City approval before incurring costs.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law,

regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

A. Contractor shall procure and maintain insurance as specified in Exhibit E, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

B. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
Employer's Liability with limits of not less than:

1. Bodily Injury by Accident $1,000,000 Each Accident
2. Bodily Injury by Disease $1,000,000 Policy Limit
3. Bodily Injury by Disease $1,000,000 Each Employee

Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. $2,000,000 Products/Completed Operations aggregate
3. $1,000,000 Personal and Advertising Injury per person/organization
4. $2,000,000 General Aggregate Limit per Project

D. AUTOMOBILE LIABILITY INSURANCE

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

E. COMMERCIAL UMBRELLA LIABILITY INSURANCE

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

F. FINE ARTS AND INLAND MARINE INSURANCE

Contractor shall also obtain Fine Arts and Inland Marine Insurance which covers the sculpture from the studio and through the final delivery location. Such insurance shall cover, at a minimum, the value of the sculpture and its replacement cost at each stage of work.

G. PROFESSIONAL LIABILITY INSURANCE

1. Projects $0 - $1,000,000 — $1,000,000/$2,000,000 annual aggregate
2. Projects over $1,000,000 — to be determined by Owner

City is not required to be an additional insured for the purposes of professional liability insurance.

H. CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractors shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of

Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

I. ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Contractor, Owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

J. INSURANCE REQUIREMENT FOR SUBCONTRACTORS

Contractor shall ensure that its Subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subcontractors entering the site.

K. CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the

Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

L. WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties. Force majeure extends deadlines but does not create entitlement to payment for unperformed work.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the

Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon fourteen (14) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

F. In any conflict with Artist proposals/forms, this Agreement controls; no 'non-refundable deposits' apply. City pays only for work accepted up to the effective termination date.

XII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. No arbitration. Any artist form terms to the contrary are void.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. LICENSE

A. Contractor grants to the City an irrevocable, royalty-free license, and worldwide right to photograph, film, video, or otherwise reproduce images of the Commissioned Sculpture for awards, publications, publicity, promotion, research, and other uses.

B. City grants Contractor a non-exclusive, royalty-free license to photograph and use images of the Commissioned Sculpture for awards, publications, publicity, promotion, research, and other uses. City may reproduce two-dimensional (2D) images for any civic purpose; no three-dimensional (3D) reproductions will be made without Artist's written consent.

C. Contractor maintains full and sole copyright to the reproduction of the sculpture in three-dimensional form. The sculpture shall not be reproduced in physical form without the written consent of the Contractor, and any reproduction by anyone other than the Contractor is strictly prohibited.

XIV. WARRANTY:

A. Contractor warrants that the Commissioned Sculpture under normal use and service will be free from material defects in materials and workmanship.

B. Contractor warrants that the materials furnished and work performed in conjunction with the creation of the Commissioned Sculpture will be free from defects due to defective materials or workmanship for a period of one year from the date of delivery to the City.

C. Contractor to repair at its expense for defects reported within one year. Such defects may include bronze alloy standard (e.g., silicon bronze), foundry quality, patina stability, and anchoring hardware.

XV. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is The Maritime Museum Executive Director, or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or recognized overnight courier and email-with-copy, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Ms. Karen Poth
Maritime Museum Executive Director
National Maritime Museum of the Gulf
155 Water Street
Mobile, AL 36602

CONTRACTOR:
Benjamin Victor Studios, Inc.
c/o Ben Victor
As: CEO
10619 W. Victory Road
Boise, ID 83709

With a Copy to:
(which does not constitute notice)
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in The Maritime Museum Executive Director, the Director's Representative, or the Contractor's Representative will be promptly communicated by the party making the change.

XVI. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XVII. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVIII. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XIX. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XX. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXI. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXIII. SUPREMACY

A. Supremacy of City Agreement. Contractor proposals, quotes, invoices, or form agreements (including any attached Artist terms) are for scope description only. No terms or conditions therein modify this Agreement, and any conflicting or additional terms are void unless a City-executed amendment expressly states otherwise.

XXIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Q. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXIV. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR
Benjamin Victor Studios, Inc.,
By: Ben Victor as CEO
Date: 9/9/2025

State of Idaho }
County of Ada }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Ben Victor whose name as CEO of Benjamin Victor Studios, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me that he, as such officer, executed the foregoing Agreement voluntarily on behalf of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 9th day of September, 2025

Notary Public
Print Melissa Mrsic
My commission expires: April 25th 2030 (Seal)

MELISSA MRSIC
Notary Public - State of Idaho
Commission Number 20241449
My Commission Expires Apr 25, 2030

CITY OF MOBILE
By: _____
William S. Stimpson, Mayor
Date: _____

ATTEST:

_____

Exhibit A – Concept & Site

Estimated finished dimensions of the statue will be: 7'6" tall x 4' wide x 4 deep

Estimated Weight: 800 lbs

Anchoring Pattern: TBD depending on the placement of the foot of the sculpture. The bolts will thread directly into the foot of the sculpture, hidden on the underside, inside the sculpture under the foot that is touching the ground. The bolt pattern and size is to be determined, but it will most likely be three (3) ¾" nuts welded into cross members inside the bottom of the foot and then three (3) 8" threaded rods which are threaded into the nuts for installation into corresponding holes in the concrete footing provided at the site. Alternate placement or structure will be provided by the artist upon site review and upon foundry review of the clay sculpture to determine the exact pattern and size of bolts and nuts.

The below illustration shows the approximate location of the statue on the waterfront side of the National Maritime Museum.

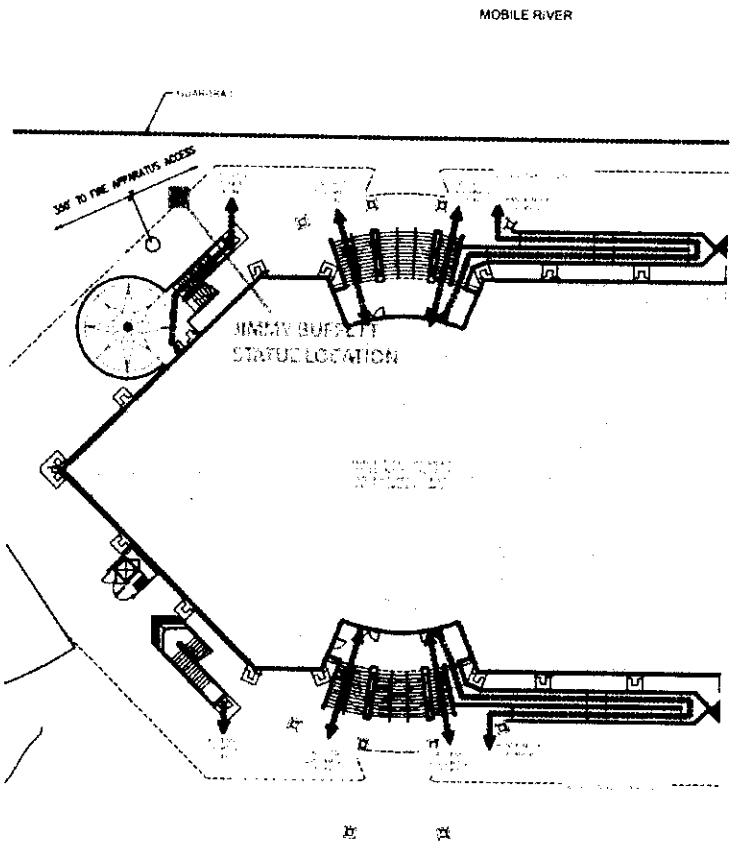


Exhibit B – Project Schedule (milestones & days to review)

The city will have 5 business days per submittal for review. Extensions may be requested due to Buffett Family schedule. Sculptor will proceed only after written approval is given from the city.

Artist Timeline – Jimmy Buffett

Phase 1: Design, Approval & Engineering (2 Months, July – August 2025)
- July 2025 – Finalize concept sketches, pose, and details in consultation with the committee
- August 2025 – Create and refine a small-scale maquette (12"-24" model)
- Late August 2025 – Committee review and approval of the maquette

Phase 2: Full-Size Clay Model & Refinements (6-7 Months, September 2025 – March 2026)
- September 2025 – Begin sculpting the life-size clay model
- October 2025 – January 2026 – Detailed refinement of likeness, pose, and gestures
- February 2026 – Preliminary committee review and feedback
- March 2026 – Final refinements and preparation for mold-making

Phase 3: Mold-Making & Bronze Casting (6 Months, April – September 2026)
(Extended to ensure high-quality casting, chasing, and patina application.)
- March 15th 2026 – Create silicone & plaster molds from full-size clay sculpture
- April 2nd 2026 – Begin lost-wax bronze casting at the foundry
- June 2026 – Metal chasing, welding, and refining details
- July 2026 – Patina application, final quality control, and finishing touches

(Base fabrication runs concurrently for efficiency.)
Phase 4: Concurrent Base Fabrication (April – August 2026)
- April 2026 – Engineering finalization for the base, materials ordered
- May -June 2026 – Base fabrication (stone, concrete, or metal, per committee specifications)
- July 2026 – Base transported to Mobile, AL

Phase 5: Installation and Dedication
- July 2026 – Transport sculpture to Mobile, AL
- August 1, 2026 – Installation of sculpture on site
- September 2026 – Dedication ceremony

Exhibit C- Fee Schedule /Milestones:

1. **25%** on City approval of concept sketch(s)
2. **25%** upon approval of clay sculpture
3. **25%** upon approval of bronze casting
4. **Balance** due upon installation

Exhibit D – Maintenance Guide

- Cleaning regimen, patina care, environmental considerations (UV/salt air), vandalism/graffiti removal, recommended coatings, and contact info for repairs.

Caring for Your Bronze Sculpture

By Benjamin Victor

It is very important that whoever cares for the sculptures follows these instructions in order to protect the patina.

Approved Waxes

Only use these approved waxes:

Preferred: Real Milk Paint Co. Clear Carnauba Wax Cool climate alternative: Real Milk Paint Co. Soft Wax If you're in Europe or unable to get these, contact me before substituting. Bowling alley wax may be acceptable, but many waxes—especially car waxes—can damage the patina. Do not use any other products without consulting me or a bronze conservation expert.

Indoor Bronze Care (once or twice a year)

Dust gently with a soft cotton cloth and a clean paintbrush. Wrap the metal ferrule of the brush in masking tape so it cannot scratch the surface. If needed, lightly wash with clean water and a very small amount of mild dish soap. Use a soft cloth or sponge—never abrasives. Rinse thoroughly with clean water and dry completely with towels.

Note: Washing is only necessary if there is noticeable buildup, residue, or dirt. If not needed, skip this step and move directly to waxing.

Important: If the sculpture is washed with soap, it must be re-waxed afterwards. The sculpture must be completely dry before waxing—never trap moisture beneath the wax. Apply a very thin coat of wax with a chip brush. Don't overload—less is more. Let it dry for 30 minutes. Buff lightly with a clean cotton cloth in circular motions. Skip this step if you prefer a matte finish.

Outdoor Bronze Care (typically twice a year)

Outdoor bronze may require additional care. If possible, contact me before proceeding.

Rinse thoroughly with clean water, especially in textured areas. If dirt or deposits remain, wash with either a neutral-pH soap (from a janitorial supply store) or a small amount of mild dish soap mixed in a plastic bucket. Use a soft brush, rinse often, and dry completely.

Important: After washing, the sculpture must be re-waxed. It is essential that the sculpture is fully dry—use towels and allow time in the sun or air circulation. Wax will not adhere or protect properly if moisture remains. Apply wax in small sections using the same technique as indoor care. Buff gently once dry.

Never Use

Bleach, vinegar, alcohol, soda, citrus juice Furniture polish, glass cleaner, oven cleaner Abrasives like steel wool or scouring pads

If you ever have questions or concerns please contact Ben Victor directly.

Cvfg`gr C + G lqsp_lac

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mary McGregor Heier	
Insurance Plus 405 NW 8th Avenue PO Box 1540 Aberdeen SD 57401	PHONE (A/C, No, Ext): (605) 225-4270	FAX (A/C, No): (605) 225-4217
	E-MAIL ADDRESS: mary@ins-plus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Group	13021
INSURED BENJAMIN VICTOR STUDIOS INC 6721 S LUNAR AVE BOISE ID 83709-7870	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL259412905 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		60478128	06/09/2025	06/09/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							XLEAD	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60478128	06/09/2025	06/09/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alisa Burgard

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CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: MFRD Central Supply- Emergency Generator

CAPITAL PROJECT #: C0893 (20002000-48010)

CONTRACT AMOUNT: $200,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-031-24

PROJECT DESCRIPTION: Removal of old 30kw generator and installation of new 80kw natural gas generator. Installing new automatic transfer switch and removal and disposal of existing 600A disconnect. Contractor shall coordinate with the utility provider to determine if new service meter will be required to accommodate the added load of the new generator.

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)

Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___*Emma Dean* – Office Assistant II **Date:** ___**09/26/2025**

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Sandy Stimpson, Mayor
Cory Penn, Councilmember

Purpose and Scope of Project:
Removal of old 30kw generator and installation of new 80kw natural gas generator. Installing new automatic transfer switch and removal and disposal of existing 600A disconnect. Contractor shall coordinate with the utility provider to determine if new service meter will be required to accommodate the added load of the new generator.

Amount of Contract:
$200,400.00

Funding Source
C0893 MFRD CENTRAL SUPPLY EMER GENERATOR (20002000-48010)

ATTACHMENTS:
1. CAP-00002 - BILL SMITH ELECTRIC INCConstruction5205 - - Executed Contract

REVIEWERS:
Emma Dean
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Bill Smith Electric, Inc.
Project Name:	MFRD Central Supply- Emergency Generator
Project Number:	FD-031-24
Amount:	$200,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MFRD Central Supply- Emergency Generator

CAPITAL PROJECT #: C0893 (20002000-48010)

CONTRACT AMOUNT: $200,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-031-24

PROJECT DESCRIPTION: Removal of old 30kw generator and installation of new 80kw natural gas generator. Installing new automatic transfer switch and removal and disposal of existing 600A disconnect. Contractor shall coordinate with the utility provider to determine if new service meter will be required to accommodate the added load of the new generator.

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: *Emma Dean* – Office Assistant II **Date:** 09/26/2025

09.26.2025

Dear Council Members:

Attached to this memo is an agreement between the BILL SMITH ELECTRIC INC and the City of Mobile, for the project titled “MFRD CENTRAL SUPPLY - EMERGENCY GENERATOR” in the amount of $200,400.00.

We look forward to continued communication on this important project. Please call me at 2512087636 or email me at collin.welch@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Welch, Collin
Project Manager
Architect Engineer
2512087636

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Contactor Company Name: Bill Smith Electric, Inc.
Contactor Company Address: 1095 Hidden Terrace Drive
Cantonment, FL 32533
City of Mobile Business License Number: 99050
Secretary of State Registration Number: 000-928-186

for the following Project:
(Name, location and detailed description)
MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR
2851 Old Shell Road
Mobile, Alabama 36607
Project No. FD-031-24
Project Scope: The general scope of work is the removal of an existing generator and the procurement and installation of a new 80kw natural gas generator and the associated 400A Nema 3R Service Entrance rated Automatic Transfer Switch.
The Architect:
Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

JAGUAR CONSULTING, LLC
8658 Capital Drive North
Mobile, Alabama 36695
Contact: Christina Marie

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than «Sixty » («60 ») calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thousand Four Hundred and 00/100 Dollars ($200,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: **$190,400.00**
Contingency Allowance: **$10,000.00**
Total Base Bid: **$200,400.00**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. has completed the contract for MFRD CENTRAL SUPPLY - EMERGENCY GENEREATOR (FD-031-24), 2851 Old Shell Road, Mobile, Alabama, 36607 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director, Architectural Engineering
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

Jacob W. Smith, President
1095 Hidden Terrace Drive
Cantonment, FL 32533
850-968-6500

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

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.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be

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maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)

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Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings

Number	Title	Date
T1.0	TITLE SHEET	May 7, 2025
P0.1	LEGEND, NOTES, SPECIFICATIONS, AND ABBREVIATIONS	May 7, 2025
P1.0	PLUMBING SITE PLAN	May 7, 2025
P2.0	PLUMBING NEW WORK PLAN	May 7, 2025
E1.0	ELECTRICAL LEGEND, ABBREVIATIONS & SPECIFICATIONS	May 7, 2025
E2.0	ELECTRICAL SITE PLAN	May 7, 2025
E3.0	EXISTING ELECTRICAL PLAN	May 7, 2025
E4.0	NEW WORK ELECTRICAL PLAN	May 7, 2025
E5.0	ELECTRICAL RISER AND SCHEDULES	May 7, 2025
E6.0	ELECTRICAL DETAILS AND SCHEDULES	May 7, 2025

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.4 Specifications

Section	Section Title	Date
DIVISION 01	– GENERAL REQUIREMENTS	May 7, 2025
01 1000	Summary of Work	May 7, 2025
01 2100	Allowances	May 7, 2025
01 2600	Contract Modification Procedures	May 7, 2025
01 2900	Payment Procedures	May 7, 2025
01 2973	Schedule of Values	May 7, 2025
01 3100	Project Management and Coordination	May 7, 2025
01 3119	Project Meetings	May 7, 2025
01 3200	Construction Progress Documentation	May 7, 2025
01 3300	Submittal Procedures	May 7, 2025
01 4000	Quality Assurance, Control, & Documentation	May 7, 2025
01 4200	References	May 7, 2025
01 5000	Temporary Facilities and Controls	May 7, 2025
01 5813	Temporary Project Signage	May 7, 2025
01 6000	Materials and Equipment	May 7, 2025
01 6005	Product Requirements	May 7, 2025
01 6300	Substitution Procedures	May 7, 2025
01 7300	Execution Requirements	May 7, 2025
01 7400	Cleaning and Waste Management	May 7, 2025
01 7700	Closeout Procedures	May 7, 2025
01 7823	Operation and Maintenance Data	May 7, 2025
01 7839	Project Record Documents	May 7, 2025
01 7900	Demonstration and Training	May 7, 2025
DIVISION 02	– EXISTING CONDITIONS	May 7, 2025
DIVISION 03	– CONCRETE	May 7, 2025
DIVISION 04	– MASONRY	May 7, 2025
DIVISION 05	– METALS	May 7, 2025
DIVISION 06	– WOOD, PLASTIC AND COMPOSITES	May 7, 2025
DIVISION 07	– THERMAL AND MOISTURE PROTECTION	May 7, 2025
DIVISION 08	– OPENINGS	May 7, 2025
DIVISION 09	– FINISHES	May 7, 2025
DIVISION 10	– SPECIALTIES	May 7, 2025
DIVISION 14	– CONVEYING EQUIPMENT	May 7, 2025
DIVISION 21	– FIRE SUPPRESSION	May 7, 2025
DIVISION 22	– PLUMBING	May 7, 2025
22 0000	Plumbing General	May 7, 2025
22 0010	Codes and Standards	May 7, 2025
22 0020	Plumbing Related Work	May 7, 2025
22 0553	Plumbing Identification	May 7, 2025
22 1700	Gas System	May 7, 2025
DIVISION 23	– HEATING, VENTILATING, AND AIR CONDITIONING	May 7, 2025
DIVISION 26	– ELECTRICAL	May 7, 2025
26 0000	General Electrical	May 7, 2025
26 0010	Codes and Standards	May 7, 2025
26 0020	Work Required for Equipment Furnished by Others	May 7, 2025
26 0500	Electrical Related Work	May 7, 2025
26 0511	Reinforced Concrete Foundation	May 7, 2025
26 0512	Alterations and Additions to Existing Work	May 7, 2025
26 0516	Service Entrance Methods and Materials – Underground Grounding and Bonding	May 7, 2025
26 0526	Basic Electrical Materials and Methods	May 7, 2025
26 0530	Excavation and Backfill	May 7, 2025
26 0550	Electrical Identification	May 7, 2025
26 0553	Natural Gas Generator	May 7, 2025
26 3212	Transfer Switches	May 7, 2025
26 3220		May 7, 2025
DIVISION 28	– ELECTRONIC SAFETY AND SECURITY	May 7, 2025
DIVISION 31	– EARTHWORK	May 7, 2025
DIVISION 32	– EXTERIOR IMPROVEMENTS	May 7, 2025
DIVISION 33-48		May 7, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	May 15, 2025
Addendum 2	May 21, 2025

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§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not

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violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Bill Smith Electric, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jacob W. Smith, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jacob W. Smith as President of Bill Smith Electric, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 16th day of SEPTEMBER, 2025.

NOTARY PUBLIC
My Commission Expires: JUNE 03, 2026

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 226376
My Commission Expires
June 03, 2026

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PERFORMANCE BOND

Bond No. 101435217

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bill Smith Electric, Inc. 1095 Hidden Terrace Drive, Cantonment, FL 32533, hereinafter called the Principal, and Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IA 50306 - 3498, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred Thousand Four Hundred and 00/100 Dollars ($200,400.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR 2851 Old Shell Road Mobile, Alabama 36607 Project No. FD-031-24, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 18th day of SEPTEMBER, 2025.

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRESIDENT

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

LABOR AND MATERIAL PAYMENT BOND

Bond No. 101435217

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Bill Smith Electric, Inc. 1095 Hidden Terrace Drive, Cantonment, FL 32533**, as Principal, and Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IA 50306 - 3498, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Thousand Four Hundred and 00/100 Dollars ($200,400.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR 2851 Old Shell Road Mobile, Alabama 36607 Project No. FD-031-24, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 18th day of SEPTEMBER, 2025

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
JACOB W. SMITH, PRESIDENT

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

SCOPE OF WORK EXHIBIT A:
09/12/2025
By: Collin Welch

***MFRD CENTRAL SUPPLY* EMERGENCY GENERATOR (FD-031-24)**

1. New work includes, but is not limited to, removal of existing 30kW generator and associated cables, conduit, boxes, etc. Generator to be turned over to Owner.
2. Procurement and installation of a new 80 kW natural gas generator.
3. The furnishing and installation of a new 400A NEMA 3R service entrance rated automatic transfer switch.
4. The removal and disposal of existing 600A disconnect and the work to connect the existing service to the new ATS.
5. New underground gas pipes shall be provided from the existing gas meter location to serve new generator. contractor shall coordinate with the utility provider to determine if a new gas service/meter will be required to accommodate the added load of the new generator.
6. The facility is to be located at 2851 Old Shell Road, Mobile, Alabama 36607.

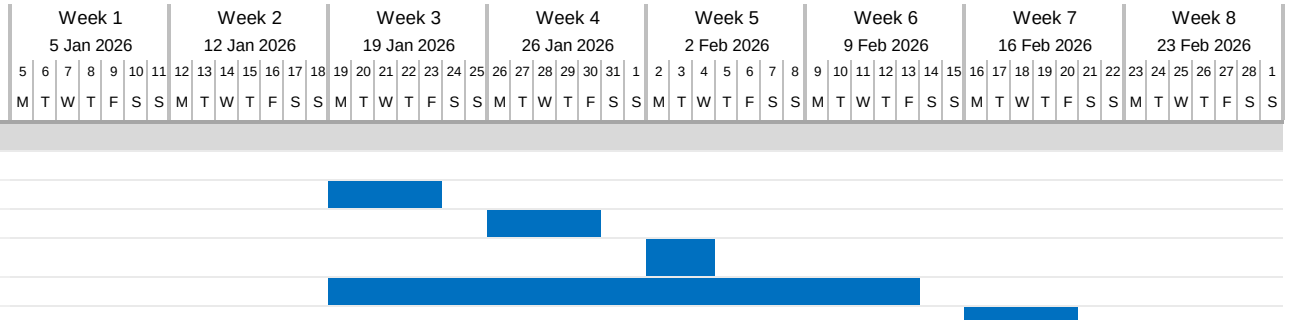
END

FD-031-24 Project Schedule

Bill Smith Electric, Inc.

Project Start Date: 1/5/2026 (Monday) | Display Week: 1 | Project Lead:

WBS	TASK	LEAD	START	END	DAYS	% DONE	WORK DAYS
1	**INSTALL**			-			-
1.1	Slab and trenching		Sat 9/05/26	Wed 9/16/26	2	0%	8
1.2	interior Conduit		Mon 1/19/26	Fri 1/23/26	5	0%	5
1.3	Install new service		Mon 1/26/26	Fri 1/30/26	12	0%	5
1.4	Rework existing feeders		Mon 2/02/26	Wed 2/04/26	19	0%	3
1.4.1	Install Generator		Mon 1/19/26	Fri 2/13/26	2	0%	20
1.4.2	Start up		Mon 2/16/26	Fri 2/20/26	3	0%	5
1.4.3			Mon 9/22/25	Fri 9/26/25	5	0%	2
1.5			Mon 9/29/25	Thu 10/02/25	5	0%	4
1.6			Wed 6/22/22	Fri 7/01/22	10	0%	0
1.7			Wed 6/29/22	Tue 7/05/22	7	0%	0
2	**TESTING & COMM**			-			0
2.1	[Task]		Mon 7/11/22	Fri 7/15/22	5	0%	0
2.2	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
2.3	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
2.4	[Task]		Sat 2/17/18	Thu 2/22/18	6	0%	0
2.5	[Task]		Fri 2/23/18	Sun 2/25/18	3	0%	0
3	**[Task Category]**			-			0
3.1	[Task]		Sat 2/10/18	Tue 2/13/18	4	0%	0
3.2	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
3.3	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
3.4	[Task]		Sat 2/17/18	Thu 2/22/18	6	0%	0
3.5	[Task]		Fri 2/23/18	Sun 2/25/18	3	0%	0
4	**[Task Category]**			-			-
4.1	[Task]		Mon 1/29/18	Mon 1/29/18	1	0%	0
4.2	[Task]		Tue 1/30/18	Tue 1/30/18	1	0%	0
4.3	[Task]		Wed 1/31/18	Wed 1/31/18	1	0%	0
4.4	[Task]		Thu 2/01/18	Thu 2/01/18	1	0%	0
4.5	[Task]		Fri 2/02/18	Fri 2/02/18	1	0%	0
							-
							-



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

FD-031-24 MFRD Central Supply Emergency Generator
2851 Old Shell Road, Mobile, Alabama 36607

APPLICATION NUMBER: 0
APPLICATION DATE:
PERIOD FROM:
TO:
CONTRACTOR'S PROJECT NO: **2505.04**

BILL SMITH ELECTRIC, INC.

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5.0%
1	MOBILIZATION	8,000.00				0.00	0%	**8,000.00**	0
2	Bond	5,000.00				0.00	0%	**5,000.00**	0
3	Generator and transfer switch	74,000.00				0.00	0%	**74,000.00**	0
4	Generator slab	20,000.00				0.00	0%	**20,000.00**	0
5	trenching	10,000.00				0.00	0%	**10,000.00**	0
6	Gas	10,000.00				0.00	0%	**10,000.00**	0
7	Conduit and wire	25,000.00				0.00	0%	**25,000.00**	0
8	Gear	35,000.00				0.00	0%	**35,000.00**	0
9	closeouts	3,400.00				0.00	0%	**3,400.00**	0
10						0.00		**0.00**	0
11						0.00		**0.00**	0
12						0.00		**0.00**	0
13						0.00		**0.00**	0
14	ALLOWANCE	10,000.00				0.00	0%	**10,000.00**	0
15						0.00		**0.00**	0
16						0.00		**0.00**	0
17						0.00		**0.00**	0
18						0.00		**0.00**	0
19						0.00		**0.00**	0
20						0.00		**0.00**	0
21						0.00		**0.00**	0
22						0.00		**0.00**	0
23						0.00		**0.00**	0
24						0.00		**0.00**	0
25						0.00		**0.00**	0
	Subtotal This page	**200,400.00**	**0.00**	**0.00**	**0.00**	**0.00**	0%	200,400.00	0
	TOTAL THIS PAGE	**200,400.00**	**0.00**	**0.00**	**0.00**	**0.00**	0%	200,400.00	0

* RETAINAGE TO BE HELD

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# FD-031-24 Current Date 09 / 24 / 25

Project Description MFRD Central Supply- Emergency Generator

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Contractor will provide single trade services and will not be using any sub-

Shannon McIntyre
Requested By (Department Director)

Shannon McIntyre | AE Director | 09/25/2025
(Signature) **(Title)** **(Date)**

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Small Bis. Dev. Mgr. | 09/26/2025
(Signature) **(Title)** **(Date)**

Approved By (CAO)

FD-031-24 Waiver of DBE Goals Form 2

Final Audit Report 2025-09-26

Created:	2025-09-25
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7F4avVNcoB-iA-OUFXetz8ld6n8L3ABY

"FD-031-24 Waiver of DBE Goals Form 2" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-09-25 - 12:53:23 PM GMT- IP address: 76.8.254.3

Document emailed to Shannon McIntyre (shannon.mcintyre@cityofmobile.org) for signature
2025-09-25 - 12:54:36 PM GMT

Email viewed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
2025-09-25 - 1:27:52 PM GMT- IP address: 104.47.65.254

Document e-signed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
Signature Date: 2025-09-25 - 1:28:09 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-09-25 - 1:28:11 PM GMT

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-09-26 - 2:01:51 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-09-26 - 2:01:51 PM GMT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Bill Smith Electric, Inc.
Address	PO Box 1057 Gonzalez, FL 32560
Telephone	850-968-6500
E-Mail	jake@billsmithelectric.com

RFP/RFQ Solicitation Number	FD-031-24
Project Description	MFRD Central Supply Emergency Generator
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 23 Female 4 Minority 2 Non-minority 25 Vets _____ Total #of Employees 27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob W. Smith

Signature: _____ Date: 5/28/2025

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jacob W. Smith Title: President

E-mail:_ Phone: jake@billsmithelectric.com 850-968-6500

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-031-24 Your Bid/Proposal Amount $ $200,400 Date: 5/28/2025

Description MFRD Central Supply Emergency Generator

Name of Bidder/Proposer: Bill Smith Electric, Inc. Jacob W. Smith

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bill Smith Electric, Inc.

Contact Person: Jacob W. Smith Phone 850-968-6500 Email jake@billsmithelectric.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.

_____

Suggestions or comments to improve this program. _____

_____

E-Verify

Company ID Number: 1207295

Approved by:

Employer Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	Title
Signature Electronically Signed	Date 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2017

E-Verify

Company ID Number: 1207295

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Alabama Secretary of State

Bill Smith Electric, Inc.	
Entity ID Number	000-928-186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS INC
Registered Office Street Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Registered Office Mailing Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024
Transactions	
Transaction Date	12/07/2018
Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021

Bill Smith Electric, Inc.	
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/01/2004 Certificate of Formation 1 pg.
Document Date / Type / Pages	06/12/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/07/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/08/2021 Registered Agent Change 2 pgs.

Browse Results New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Pensacola 10427 Sorrento Rd, Ste 305 Pensacola FL 32507 License#: L100460	**CONTACT NAME:** Melissa Harris **PHONE (A/C, No, Ext):** 850-453-6512 **FAX (A/C, No):** 850-453-6512 **E-MAIL ADDRESS:** Melissa.Harris@Acentria.com
INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560 BILLSMI-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** FCCI Insurance Company — 10178 **INSURER B :** Evanston Insurance Company — 35378 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 571836759 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Lia. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL10008624702	7/24/2025	7/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA10008624602	7/24/2025	7/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	UMB10008625002	7/24/2025	7/24/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC010010323800	7/24/2025	7/24/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Contractor's Pollution Inland Marine Installation Floater			CPLMOL133176 CM10008624802	7/24/2025 7/24/2025	7/24/2026 7/24/2026	Limit Scheduled Equipment Installation Floater	$1,000,000 $336,750 $650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Installation Floater Included in Policy Number CM10008624801
Jobsite Limit $650,000
Temporary Storage Limit $100,000
Transit Limit $300,000
Deductible $1,000

Re: Project #FD-031-24, Project: MFRD Central Supply – Emergency Generator.
See Attached...

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance - Pensacola	Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

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6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

    For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

    a. Each of your projects away from premises owned by or rented to you; or

    b. Each "location" owned by or rented to you.

    "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager, if you are a limited liability company;

(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

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4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-24-25 Policy No. WC0100103238-00 Endorsement No.

Insured BILL SMITH ELECTRIC INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
   a. Theft or mischief or vandalism; or
   b. All perils;

   will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
   a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
   b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR
2851 Old Shell Road
Mobile, Alabama 36607
Project No. FD-031-24

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)
JAGUAR CONSULTING, LLC
8658 Capital Drive North
Mobile, Alabama 36695
Contact: Christina Marie

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ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- **.4** **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination.**

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

Amount of Contract:
$300,000

Funding Source
10049000.46010

ATTACHMENTS:
1. 2025 Cover Letter
2. 2025 COM Resolution
3. 2025 COM Purchasing Entity Agreement
4. 2022 COM Purchasing Entity Agreement
5. 2022 COM Resolution
6. 2022 Cover Letter
7. 2020 State of Alabama Participating Addendum
8. 2019 Master Agreement

REVIEWERS:
Scott Kearney
Scott Kearney
Scott Collins
Cherlina Monteiro
James Barber

September 5, 2025

Re: Verizon Wireless

I am requesting that the City's current Verizon Wireless account # 642401355-00001 continue to use the service plan on the NASPO purchasing cooperative contract of which the State of Alabama is a participant pursuant to Master Agreement #MA152. The City will utilize the "**4G/5G Public Safety Smart Unlimited Email & Data Mobile HotSpot MBP Preemption - 1MB Global**" plan.

The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

Scott Kearney

Chief Technology Officer

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby, authorize consent and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and CELLCO Partnership, d/b/a Verizon Wireless, in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted:

_____

City Clerk

NASPO ValuePoint
PURCHASING ENTITY AGREEMENT
WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

Master Agreement #: MA152
Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**
Purchasing Entity: City of Mobile

1. **Scope**: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of **Alabama** ("Participating State") has entered into a Participating Addendum ("PA") with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation**: By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
   2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
   2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms. To the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at: https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/;
   2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
   2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
   2.5. The contact person listed below ("Authorized Contact") is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address: 651 Church St.
City, State & Zip: Mobile, AL 36602
Authorized Contact Phone number: (251)208-7395
Authorized Contact Email address: mayorstimpson@cityofmobile.org

Authorized Signature:
Print Name: William S. Stimpson
Title: Mayor
Date:

NASPO ValuePoint
PURCHASING ENTITY AGREEMENT
wireless, data, voice and accessories
Led by the state of Utah

Master Agreement #: MA152
Contractor: **CELLCO PARTNERSHIP, D/B/A Verizon wireless**
Purchasing Entity: ___City of Mobile_____

1. **Scope**: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of Alabama ("Participating State") has entered into a Participating Addendum ("PA") with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation**: By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
   2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
   2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms. To the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at: https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/;
   2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
   2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
   2.5. The contact person listed below ("Authorized Contact") is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address:	651 Church Street
City, State & Zip:	Mobile, AL 36602
Authorized Contact Phone number:	(251) 208-7395
Authorized Contact Email address:	mayorstimpson@cityofmobile.org
Authorized Signature:	WSStimpson
Print Name:	William S. Stimpson
Title:	Mayor
Date:	11/4/22

ATTEST: _____ City Clerk

Version 3.2 08/03/2020

21-954 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and CELLCO Partnership, d/b/a Verizon Wireless, in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted: NOV 0 1 2022

City Clerk

October 14, 2022

Re: Verizon Wireless

I am requesting that the City's current Verizon Wireless account # 642401355-00001 be transferred from the GSA contract to the State of Alabama contract (NASPO purchasing cooperative contract of which the State of Alabama is a participant pursuant to Master Agreement #MA152). The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

The City will utilize the **"Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only"** plan with the same pricing as the current GSA plan. Also, the State contract allows the City to be eligible for the international travel plan, whereas the current GSA does not.

Scott Kearney

Chief Technology Officer

DocuSign Envelope ID: 8A6E3403-7E40-4E63-86F2-06252D4BA5DD

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: State of Alabama

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint"and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

4. Individual Customer: Except to the extent modified by this Participating Addendum and Attachment A, Alabama Special Terms and Conditions, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Brittany Peterson
Street Address:	100 N Union Ste 192
City, State, Zip:	Montgomery, AL 36130
Telephone:	334-242-4667

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Email:	Brittany.peterson@purchasing.alabama.gov

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties

The Parties have executed this Participating Addendum as of the date of final execution below.

By signing this Participating Addendum, I affirm doing so complies with my procurement statutes, ordinances, policies, or rules.	
Participating Entity: State of Alabama	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: Michael A Jones	Signature: DocuSigned by: Todd Loccisano CD86E5219D09460...
Printed Name: Michael A. Jones	Printed Name: Todd Loccisano
Title: State Purchasing Director	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: 8/13/2020	Date: 8/13/2020 | 1:59 PM MDT

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

verizon

NASPO ValuePoint

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

*****Attachment A – Alabama Special Terms and Conditions*****

Mandatory Source:
All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Choice of Law, Venue:
This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Open Trade/No Boycott:
For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:
In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:
If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:
Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Assignment:
Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Not to Constitute a Debt to the State:
The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Vendor Subscription:
Contract vendors must maintain a Vendor Self Service (VSS) profile and be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at https://procurement.staars.alabama.gov or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Disclosure Statement:
Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Administrative fee:
Awarded bidder(s) are to pay the State an administrative fee for the sale of Product on CRU accounts (as defined in Master Agreement #MA152) under this contract, less applicable sales tax, returns, credits, and adjustments. This fee will be one percent (1.0% or0.01) of the total dollar amount as described above. In return, the standard discount provided under the Master Agreement will be reduced by one percent (1% or 0.01) The fee is to be remitted no later than thirty (30) calendar days after the end of each quarter and will represent a single, one-time payment for all sales, as described above, paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter by the 30th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Administrative fee payments under any expired predecessor Participating Addendum will be discontinued effective December 31, 2020.

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 30th
January, February, March – Due by April 30th
April, May, June – Due by July 30th
July, August, September – Due by October 30th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration

verizon

NASPO | ValuePoint

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

PO Box 300658
Montgomery, Alabama 36130-0658

Electronic Payments:
Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment. The State shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. If a written notice is delivered under this section, the State will reimburse Contractor for the procurement item(s) properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of notice).

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State as to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

State Purchasing Vendor Expo:
Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2021). Participation is optional for the remainder of the contract term.

Ordering process:
Purchases for state agencies will be made by delivery orders (DO) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor. Agencies must submit a new DO every time new equipment or accessories are needed. Modification of DOs will not be accepted for new equipment or accessories. Modification of DOs will be allowed for service only.
A signed DO, which includes the State of Alabama MA number (TBD) is the only document that will be submitted to the vendor for service and/or equipment orders. Contractor will not require entities purchasing under this contract to sign any additional documents in order to receive service and/or equipment available under this addendum.

Restricted Items:

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Netbooks, Tablets, iPads, and related equipment cannot be purchased from this contract; however, agencies must utilize this contract to get service for these devices. Contract users cannot purchase push-to-talk (PTT) devices and services from this contract per the Code of Alabama (41-16-27- as amended 2014-343).

Quotes:
Quotes must have list and discount price. Quotes must be dated. If quotes do not have an expiration date it will be assumed that the quote expires 30 days after the date of the quote.

Taxes:
The State of Alabama does not pay Federal, State or Local Excise Tax, E-911 tax, state or local sales tax. The State is required to pay the Alabama Mobile Telecommunications Services tax, which is currently 6%.

Requested information:
Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

Master Terms for VSC Products

These Master Terms for VSC Products ("**VSC Master Terms**") amend the NASPO ValuePoint Master Agreement Terms and Conditions ("**NASPO Agreement**"). Without limiting the foregoing, the pricing, payment, liability and indemnification terms set forth in the NASPO Agreement shall apply to VSC Products (as defined below). All capitalized terms not defined herein shall have the meaning provided in the NASPO Agreement.

1. **SCOPE**. These VSC Master Terms apply to the following Products available under Category 3: Turnkey Wireless and IoT Solutions offered as a Product (collectively referred herein as "**VSC Products**"):

- Category 3J: Intelligent Lighting
- Category 3G: Parking Optimization
- Category 3G: Traffic Data Services (TDS)
- Category 3J: Real Time Response System (RTRS)
- Category 3J: Intelligent Video (IV)

In addition to these VSC Master Terms, the VSC Products are subject to additional terms tailored to address specific details about each VSC Product (collectively, the "**VSC Product Supplements**"). The VSC Product Supplements are set forth in Section 14 below.

The NASPO Agreement, these VSC Master Terms, the relevant VSC Product Supplement, and the relevant Statement of Work ("**SOW**"), including the exhibits and schedules attached hereto and referenced herein or therein (collectively, the "**Agreement**"), constitutes the entire understanding with respect to the VSC Products, and supersedes all other agreements, understandings, and arrangements, whether written or oral, between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by the parties hereto.

In the event of a conflict between the terms applicable to each VSC Product, the terms shall be given precedence in the following order of priority:

1) NASPO Master Agreement (Highest Priority);
2) VSC Product Terms;
3) VSC Product Supplement; and
4) the applicable Statement of Work (Lowest Priority).

2. **DEFINITIONS.**

- **Software:** software includes computer programs, including software and firmware embedded in Equipment, as provided to Purchasing Entity by Contractor, and any upgrades, updates, bug fixes or modified versions thereto or backup copies of any of the foregoing.
- **Solution Service:** service that grants Purchasing Entity with access to view data made available to Purchasing Entity for the Subscription Period through a web-based portal ("**Portal**") associated with the VSC Product pursuant to these VSC Master Terms and the relevant VSC Product Supplement. The Portal might utilize (a) Verizon's **NetSense® Platform** (a cloud-based management platform that serves as a central management system (CMS) for integrating and controlling networked lighting, and a management platform for other Verizon smart community solutions); or (b) a third-party cloud platform.
- **Equipment:** hardware and associated accessories described in the VSC Product Supplement and applicable SOW for each VSC Product.
- **Professional Services:** technical or other functions performed by Contractor related to the VSC Products to the extent set forth in an applicable SOW, such as installation, implementation, consulting, technology- or project-related services.
- **Subscription Period:** the period (e.g., Monthly Subscription, Annual Subscription) during which Participating Entity is entitled to access and use the Solution Service, which period shall be reflected in the applicable Order and shall commence on the date Contractor activates the subscription.

3. **VSC PRODUCTS OVERVIEW.** If required for the VSC Product to work as described in the VSC Product Supplement, and unless otherwise agreed in writing by Contractor and the Purchasing Entity, then a VSC Product may include the following:

(A) **Solution Service**
(B) **Software**
(C) **Equipment**
(D) **Support Service and Maintenance** - included with all VSC Products as further described in Section 8
(E) **Professional Services** - to the extent set forth in the relevant SOW.

4. **USE OF VSC PRODUCTS**.

4.1. Right to Access and Use the Solution Service. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a limited, revocable, non-assignable, world-wide, non-exclusive license to access and use the Solution Service during the

Subscription Period solely for Purchasing Entity's internal business use purpose and as further detailed in the relevant SOW. Purchasing Entity shall permit access to the Portal only by individuals who are authorized by Purchasing Entity to use the Solution Service and who have been supplied the user credentials by Purchasing Entity (collectively, "Users"). Users may include employees, consultants, contractors and agents of Purchasing Entity. Purchasing Entity shall be liable for the acts and omissions of its Users and any unauthorized users accessing the Solution Service by or through Purchasing Entity and its information system(s) as if such acts or omissions were taken (or omitted to be taken) by Purchasing Entity directly. Contractor can, without notice, limit, suspend, or cancel Purchasing Entity's access to or use of the Solution Service if Purchasing Entity breaches these VSC Product Terms or for good cause, which shall include, but shall not be limited to, any governmental body of competent jurisdiction instituting a law that conflicts with the Agreement and/or causes Contractor to incur additional material expense or undertake additional material burden or obligation in connection with the Solution Service.

4.2. Software Use. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a license to use the Software in accordance with the terms in the URL set forth below and any supplemental license terms set forth in the applicable VSC Product Supplement.

Software License URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-software-license-terms.pdf

4.3. Purchasing Entity Responsibilities for VSC Product.

(i) Purchasing Entity represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the VSC Products provided in the manner as contemplated in these VSC Master Product Terms and applicable VSC Product Supplement and SOW, including, without limitation, having obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide such VSC Products.

(ii) Purchasing Entity represents that all access to and use of the VSC Products by Purchasing Entity and its Users, or otherwise through Purchasing Entity's facilities, equipment, identifiers or passwords will be solely for its internal business purposes as contemplated by these VSC Master Product Terms and applicable VSC Product Supplement and SOW.

(iii) Purchasing Entity is responsible for securing an internet connection at its own cost and must use a supported browser to access the Portal.

(iv) Purchasing Entity further represents that the performance of its obligations and its Users' access to and use of the VSC Products or other exercise of its rights under this Agreement will not violate any applicable local, state or national laws, rules or regulations (collectively, "Laws"), the rights of any third party, or Contractor's VSC Products Acceptable Use Policy located at the following URL ("AUP").

AUP URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-acceptable-use-policy.pdf

(v) Without limiting the foregoing, Purchasing Entity represents that it will not, and will not permit any third party to resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile, translate, or disassemble the VSC Products or licensed components thereof or to otherwise attempt to extract any or all of the source code of the VSC Products or licensed components thereof (except to the extent such restriction is expressly prohibited by applicable law or open source terms), access a VSC Product in order to build a competitive product or service or to copy any ideas, features or functions of VSC Products or otherwise engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving VSC Products or Contractor's Confidential Information (as defined below) that is not authorized by Contractor.

(vi) Upon termination or expiration of the applicable Order for any reason: (a) Customer shall immediately cease using the Solution Service and any other information and materials provided by Contractor in connection therewith, and (b) any and all licenses and access rights granted to Purchasing Entity hereunder shall terminate.

5. **PROFESSIONAL SERVICES**. Contractor may provide to the Purchasing Entity certain technical and consultative Professional Services in connection with the VSC Products. Professional Services may include, but are not limited to, site design, installation, configuration, Equipment testing, training, turn-over and project management. The provision of Professional Services requires the execution of a SOW by both parties. Contractor controls the means, methods, places, and time of its performance of the Professional Services (including the use of subcontractors and consultants).

6. **VSC PRODUCT DEPLOYMENT AND ACCEPTANCE**. Contractor will install and deploy the VSC Product set forth in the applicable VSC Product SOW. Acceptance terms shall be set forth in the applicable VSC Product SOW. Title and risk of loss or damage to Equipment will pass to Purchasing Entity upon Purchasing Entity's Acceptance of the Equipment for Equipment installed by Contractor. If Purchasing Entity chooses not to have the Contractor install the Equipment, then title and risk of loss or damage to Equipment shall pass to Purchasing Entity upon Purchasing Entity's receipt of the Equipment.

7. **EQUIPMENT WARRANTY**. The warranty terms for the Contractor-manufactured Equipment are set forth at the URL set forth below and the length of the warranty period for each VSC Product is set forth in VSC Product Supplement. For any Equipment for which Contractor is not the manufacturer, Contractor will transfer or pass through to Purchasing Entity the benefit of any and all manufacturer warranties which can be transferred or passed through on the same terms as offered by such manufacturers.

Equipment Warranty URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-equipment-warranty.pdf

8. **SUPPORT AND UPDATES.**

8.1. VSC Product Support. Contractor will provide support for the VSC Product as described in the URL set forth below. Purchasing Entity acknowledges and agrees that under the applicable VSC Product Supplement, Contractor will remotely access Equipment to (a) verify Purchasing Entity credentials; (b) issue reports and alerts (such as automated support requests and alert messages); (c) provide maintenance, Product Updates (as defined below) and other technical support; (d) apply policy and configuration changes; and (e) extract usage information, service performance information, and infection logs. Purchasing Entity agrees that the VSC Products may be manufactured and supported by, and its information accessed and/or stored by, resources located within and outside the United States and consents to such access and storage of its information.

Service Support & Maintenance URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-service-support-maintenance.pdf

8.2. Product Updates. Contractor may, but is not required to, make new applications, tools, data, features or functionality available from time to time through the VSC Product and add new services and features to the "VSC Product" definition from time to time (collectively, "**Product Updates**"). If any Product Update is contingent upon Purchasing Entity's agreement to additional terms or is a material change to the VSC Product, Contractor will inform Purchasing Entity by either sending an email to the Notice address or alerting Purchasing Entity through the administrator console.

8.3. Material Changes to Products. Contractor will use commercially reasonable efforts to continue providing the VSC Product without any material adverse change to the Purchasing Entity, unless Contractor determines in its reasonable good faith judgment that (a) it cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) doing so could create a (i) security risk or (ii) substantial economic or technical burden. Notwithstanding the foregoing, Contractor reserves the right to discontinue VSC Products from time to time as part of its product lifecycle management practices.

9. **DATA PRIVACY**. By using the VSC Product, Purchasing Entity consents to Contractor's collection and use of information in accordance with the terms of Contractor's Privacy Policy, located at https://www.Verizon.com/about/privacy/. Purchasing Entity represents and warrants that it has the rights and the authority with respect to information provided by Purchasing Entity or transmitted through Purchasing Entity's use of the VSC Products to grant Contractor the rights necessary to deliver the VSC Products, comply with Laws, and to engage in any other activity set forth in this VSC Product Supplement. Purchasing Entity grants to Contractor and its affiliates (with rights to sublicense to their suppliers) the non-exclusive, fully paid-up, sublicensable, transferable license, and right to collect, access, copy, store and use such data to provide the VSC Products, to analyze, measure and optimize the performance of the VSC Products, to develop new offerings, and for other business purposes of Contractor and its affiliates, including the development of data products for sale, licensing and distribution to third parties. Purchasing Entity agrees that Contractor may access the Equipment and Portal so that Contractor may comply with a valid legal process, or as otherwise required or authorized by applicable Laws (whether video, metadata, or other information is at issue). To the extent practicable and permitted by applicable Laws or the legal process, Contractor will give notice to Purchasing Entity. Except as may be required under applicable Laws or court order or reasonably required to provide the VSC Products, Contractor will not disclose or distribute data provided by Purchasing Entity to a third party in a form that permits individual identification of Purchasing Entity without Purchasing Entity's prior consent. Purchasing Entity will use commercially reasonable efforts to comply with the privacy and security terms contained in the URL set forth below, and shall notify the Contractor promptly of any unauthorized access to, or use of the VSC Product.

Data Privacy & Security URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-data-privacy-security-standards.pdf

10. **INTELLECTUAL PROPERTY.** Contractor and its suppliers own all intellectual property rights in the VSC Products, product documentation and other materials relating thereto, including any modifications, updates, revisions or enhancements of any of the foregoing. Except as expressly granted herein, Purchasing Entity receives no ownership, license, or other interest in or to any VSC Products or intellectual property created, delivered, or otherwise made available by Contractor, whether in connection with its provision of the VSC Products, performance of its obligations under any VSC Product Supplement or otherwise and all rights not explicitly given are reserved by Contractor and its suppliers. Purchasing Entity grants Contractor, a royalty-free, world-wide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the VSC Product and/or other products any suggestions, enhancement requests, recommendations or other feedback provided by Purchasing Entity or its Users relating to the operation and use of the VSC Products (or components thereof).

11. **CONFIDENTIALITY**.

11.1. The confidentiality obligations set forth herein will apply to information exchanged pursuant to this VSC Master Terms and any applicable VSC Product Supplement. Contractor's confidentiality obligations are set forth in the NASPO Agreement and Purchasing Entity agrees that Contractor may disclose Purchasing Entity's Confidential Information (as defined in the NASPO Agreement) to: (a) Contractor's affiliates; (b) Contractor or Contractor affiliates' suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Contractor or Contractor affiliates' products or services under or in connection with a VSC Product Supplement; (c) successors in interest to Contractor or Contractor affiliates (by merger or otherwise); or (d) persons to whom Contractor or Contractor affiliates may sell all or part of their respective businesses or assets.

11.2. Participating Entity and Purchasing Entity shall treat as confidential and protect from disclosure using the same degree of care it uses for its own confidential information (but no less than a reasonable degree of care), and shall not disclose to any third party except as provided herein, any information received from or disclosed by Contractor in whatever form and designated as confidential by Contractor by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to Contractor (or one of its affiliates or their suppliers), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that relates to Contractor's technology, business affairs, marketing, sales plans, customers, products, services, developments, trade secrets, know-how or personnel (collectively, "Contractor's Confidential Information"). Participating Entity and Purchasing Entity shall use Contractor's Confidential Information only for the purpose of the NASPO Agreement. Participating Entity and Purchasing Entity may disclose Contractor's Confidential Information to subcontractors and consultants solely for the purpose of assisting Purchasing Entity with the use of VSC Products as permitted in the Agreement by Purchasing Entity. The foregoing restrictions on use and disclosure of Contractor's Confidential Information do not apply to information that: (i) is or becomes publicly known, through no wrongful act or omission of the Purchasing Entity; (ii) is received without restriction from a third party free to disclose it without obligation to Contractor; (iii) is developed independently without reference to, or use of, the Contractor's Confidential Information; or (iv) is required to be disclosed by law, regulation, or court or governmental order.

11.3. As Participating Entity and/or Purchasing Entity is a public entity, Contractor acknowledges and agrees that Participating Entity and/or Purchasing Entity has a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public, including being subject to the Public Records Act ("PRA"). Accordingly, any information provided by Contractor to Participating Entity and/or Purchasing Entity may be required to be disclosed to the public as a result of a public request or court order. If any third party requests that Participating Entity and/or Purchasing Entity disclose the contents of Contractor's Confidential Information pursuant to a PRA or otherwise, Participating Entity and/or Purchasing Entity (as the case may be) agrees to (i) notify Contractor in writing within a reasonable time period after it receives such request; (ii) assert all appropriate defenses or exemptions to disclosure under the PRA; and (iii) not to disclose Confidential Information that qualifies for an applicable exemption under the PRA, unless ordered to do so by a reviewing court of competent jurisdiction.

11.4. Participating Entities and/or Purchasing Entities (as the case may be) acknowledges that breach of this section, including disclosure of any Contractor's Confidential Information, will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each Participating Entity and Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

12. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANYTHING ELSE IN THE AGREEMENT, THE TOTAL LIABILITY OF CONTRACTOR IN CONNECTION WITH THESE VSC MASTER TERMS AND THE VSC PRODUCTS IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY THE PURCHASING ENTITY THAT INCURS DAMAGE; OR (B) THE AGGREGATE AMOUNT DUE FROM THE AFFECTED PURCHASING ENTITY TO CONTRACTOR UNDER THE RELEVANT ORDER FOR THE SIX MONTHS PRIOR TO ACCRUAL OF THE LATEST CAUSE OF ACTION FOR WHICH THE LIMITATION OF LIABILITY UNDER THIS CLAUSE IS BEING CALCULATED, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY DOES NOT LIMIT (A) ANY PARTY'S LIABILITY: (I) IN TORT FOR DAMAGES PROXIMATELY CAUSED BY ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR BY ITS GROSS NEGLIGENCE, OR (II) WHERE MANDATORY LOCAL LAW DOES NOT ALLOW THE LIMITATION, (B) PURCHASING ENTITY'S PAYMENT OBLIGATIONS UNDER ANY STATEMENT OF WORK OR THE AGREEMENT OR (C) ANY PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

13. **WARRANTY DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE VSC PRODUCT SHALL BE ERROR-FREE OR COMPLETELY SECURE. CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR

OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEMS AND/OR SERVICES. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. CONTRACTOR WILL BEAR NO LIABILITY FOR USE OF THE VSC PRODUCT PROVIDED PURSUANT TO THESE VSC MASTER TERMS IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, CONTRACTOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SOLUTION WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT PURCHASING ENTITY MAY UTILIZE IN CONJUNCTION WITH THE VSC PRODUCT OR TO WHICH PURCHASING ENTITY MAY CONNECT TO THE VSC PRODUCT. THE VSC PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY CONTRACTOR.

14. **OFFSHORE SUPPORT**. PURCHASING ENTITY AGREES THAT THE VSC PRODUCTS MAY BE PROVIDED BY, AND ITS INFORMATION ACCESSED AND/OR STORED BY, RESOURCES LOCATED WITHIN AND OUTSIDE THE UNITED STATES AND CONSENTS TO SUCH ACCESS AND STORAGE OF ITS INFORMATION.

15. **VSC PRODUCT SUPPLEMENTS**. The VSC Product Supplement applicable to Purchasing Entity's use of each VSC Product is located at following locations:

- **Intelligent Lighting**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-lighting-terms.pdf

- **Parking Optimization**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-parking-optimization-terms.pdf

- **Traffic Data Services**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-traffic-data-services-terms.pdf

- **Real Time Response System**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-real-time-response-system-terms.pdf

- **Intelligent Video**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-video-terms.pdf

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with C. Thornton, Inc. for construction services.

Amount of Contract:
$1,149,691.50

Funding Source
C0973

ATTACHMENTS:
1. 2024-3005-19 Miscellaneous Drainage Repairs Part 1 and Part 2 (C.Thornton, Inc.)

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Miscellaneous Drainage Repairs (D1-7) Part 1 (A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave.
COM Project# 2024-3005-19
PROJECT #: C0973 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Construction Services

CONTRACT AMOUNT: $1,149,691.50

VENDOR NAME: C. Thornton Inc.

VENDOR NUMBER: 203950

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___; 5% of the 1st 50% ___ _ or If different, indicate special rate

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: Jessica White **Date** 10/1/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for drainage repairs for districts 1, 2, 3, 4, 5, 6, and 7 were received and opened on August 20, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from C. Thornton, Inc., contract in the amount of $1,149,691.50.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by C. Thornton, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: C. Thornton, Inc.

Project Name: Miscellaneous Drainage Repairs (D1-7) Part 1 (A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave

Project Number: 2024-3005-19

Amount: $1,149,691.50

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MISCELLANEOUS DRAINAGE REPAIRS (D1-7)

PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

PROJECT NO. 2024-3005-19

BID DATE – AUGUST 20, 2025

3

ADDENDUM NO. 1
TO
BIDDING AND CONTRACT DOCUMENTS

CITY OF MOBILE PROJECT NO. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS (D1-7)
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

BID DATE: AUGUST 20, 2025
2:30 P.M.

TO: **ALL PROSPECTIVE BIDDERS**

DATE: **AUGUST 14, 2025**

A copy of this Addendum No. 1, signed by an authorized representative of this contractor, must be attached, or bound in the front of the Contract Documents and Specifications. **Contract Documents and Specifications along with Addendum No. 1 must be submitted together to the City of Mobile or the Contractor's bid shall be declared invalid.**

I, the undersigned, hereby acknowledge receipt of this addendum and certify to the City of Mobile that I understand the information attached hereto and have made the appropriate adjustment to the bid proposal.

Authorized Representative of Contractor — Date: 8/14/25

ADDENDUM NO. 1
TO
BIDDING AND CONTRACT DOCUMENTS

CITY OF MOBILE PROJECT NO. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS (D1-7)
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

BID DATE: AUGUST 20, 2025
2:30 P.M.

TO: **ALL PROSPECTIVE BIDDERS**

DATE: **AUGUST 14, 2025**

BID DOCUMENTS, SPECIFICATIONS & CONTRACT DOCUMENTS

A. **PROPOSAL**: Item III, Proposal, shall be ***deleted***. The revised Item III, Proposal notated as Addendum No. 1 and attached herein, shall be ***added.***

Revisions to Item III, Proposal are listed below:

- **Pay Item 600-A6, Mobilization – BIN 012017:** Item number ***updated***.
- **Pay Item 999-X, Work of a Similar Nature Utilizing Bid Items and Unit Prices (To be Determined by the Engineer:** Unit price ***added.***

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

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Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, August 20, 2025 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-19
Project:	Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave
Project Description:	Various drainage repairs at multiple bridge culvert sites

Plans and contract documents may be inspected and obtained from ***Michael Baker International, 11 N. Water Street, Suite 14290, Mobile, AL 36602*** upon payment of one hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on August 15, 2025.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on August 13, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave,** City of Mobile Project No. **2024-3005-19**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES JULY 23, JULY 30, AND AUGUST 6, 2025

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave**, City of Mobile Project No. **2024-3005-19**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/20/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the ***Michael Baker International***, as well as the premises

Project Name: Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave
Project No: 2024-3005-19
Project Description: Various drainage repairs at multiple bridge culvert sites
Major work items include: Concrete slope paving, crack repair, spall repair, clearing and grubbing

The Bidder further agrees to construct the improvements in **155** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to ***Michael Baker International, 11 N. Water Street, Suite 14290, Mobile, AL 36602***. In order to receive consideration, the request must be received before 12:00 p.m. on August 15, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #1

Project No. 2024-3005-19

MISCELLANEOUS DRAINAGE REPAIRS

PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A1	1	LS	CLEARING & GRUBBING - BIN 007290	One Thousand Five Hundred Dollars and No Cents	$1,500.00	$1,500.00
201-A2	1	LS	CLEARING & GRUBBING - BIN 010791	Four Thousand Dollars and No Cents	$4,000.00	$4,000.00
201-A3	1	LS	CLEARING & GRUBBING - BIN 012017	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$2,500.00
201-A4	1	LS	CLEARING & GRUBBING - BIN 014688	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
201-A5	1	LS	CLEARING & GRUBBING (APPROX 0.25 AC) - TOULMINS SPRING BRANCH EAST OF WILSON AVE	One Thousand Five Hundred Dollars and No Cents	$1,500.00	$1,500.00
201-B1	1	LS	SELECTIVE CLEARING - BIN 011461	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$2,500.00
201-B2	1	LS	SELECTIVE CLEARING - BIN 012016	Three Thousand Dollars and No Cents	$3,000.00	$3,000.00
206-C1	30	SY	REMOVING CONCRETE SIDEWALK	Fifty Dollars and No Cents	$50.00	$1,500.00
206-C2	350	SY	REMOVAL OF CONCRETE	Thirty Dollars and No Cents	$30.00	$10,500.00
206-C3	41	SY	REMOVAL OF CONCRETE SLOPE PAVING	Forty Dollars and No Cents	$40.00	$1,640.00
206-D1	465	LF	REMOVING GUARDRAIL	Six Dollars and No Cents	$6.00	$2,790.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-D2	175	LF	FENCE REMOVAL (ALL TYPES)	Twenty Dollars and No Cents	$20.00	$3,500.00
206-D3	100	LF	REMOVING CURB	Thirty Dollars and No Cents	$30.00	$3,000.00
210-A	2660	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	Twenty Five Dollars and No Cents	$25.00	$66,500.00
210-D1	925	CY	BORROW EXCAVATION (A-4 OR BETTER) (TRUCK BED MEASURE)	Thirty Dollars and No Cents	$30.00	$27,750.00
210-D2	120	CY	BORROW EXCAVATION (UNDERWATER BACKFILL) (TRUCK BED MEASURE)	Thirty Five Dollars and No Cents	$35.00	$4,200.00
210-D3	50	CY	BORROW EXCAVATION (A-6 OR 7) (TRUCK BED MEASURE)	Fifty Dollars and No Cents	$50.00	$2,500.00
214-B	20	CY	FOUNDATION BACKFILL, COMMERCIAL	One Hundred Fifteen Dollars and No Cents	$115.00	$2,300.00
301-A	640	SY	CRUSHED AGGREGATE BASE COURSE, 5" THICK	Fifty Dollars and No Cents	$50.00	$32,000.00
401-A	250	SY	BITUMINOUS TREATMENT A	One Dollar and No Cents	$1.00	$250.00
424-A	25	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (180 LB/SY)	Three Hundred Dollars and No Cents	$300.00	$7,500.00
430-B1	225	TON	AGGREGATE SURFACING (ALDOT #4)	One Hundred Fifteen Dollars and No Cents	$115.00	$25,875.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
430-B2	625	TON	AGGREGATE SURFACING (ALDOT #1)	One Hundred Fifteen Dollars and No Cents	$115.00	$71,875.00
454-A1	912	LF	CLEANING AND SEALING CONCRETE PAVEMENT, TYPE 1, CRACKS (EPOXY INJECTION)(ALL SIZES AND LENGTHS AS DIRECTED BY THE ENGINEER)	Fifty Five Dollars and No Cents	$55.00	$50,160.00
459-C	615	LF	FULL DEPTH SAW CUT	Twelve Dollars and No Cents	$12.00	$7,380.00
490-D	245	SF	STRUCTURAL SPALL REPAIR	Nine Hundred Thirty Five Dollars and No Cents	$935.00	$229,075.00
600-A1	1	LS	MOBILIZATION - BIN 007094	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A2	1	LS	MOBILIZATION - BIN 007290	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A3	1	LS	MOBILIZATION - BIN 010791	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A4	1	LS	MOBILIZATION - BIN 011461	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A5	1	LS	MOBILIZATION - BIN 012016	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A6	1	LS	MOBILIZATION - BIN 012017	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A7	1	LS	MOBILIZATION - BIN 014688	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
600-A8	1	LS	MOBILIZATION - TOULMINS SPRING BRANCH EAST OF WILSON AVE	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
610-A	45	SY	LOOSE RIPRAP, CLASS 2 (REMOVE & RELOCATE)	One Hundred Dollars and No Cents	$100.00	$4,500.00
610-C	510	TON	LOOSE RIPRAP, CLASS 2	One Hundred Twenty Four Dollars and Fifty Cents	$124.50	$63,495.00
610-D	2715	SY	FILTER BLANKET, GEOTEXTILE (NON-WOVEN)	Three Dollars and No Cents	$3.00	$8,145.00
614-B1	115	CY	REINFORCED SLOPE PAVING (INCL. STEEL REINFORCEMENT) (6" THICK)	Eight Hundred Fifty Dollars and No Cents	$850.00	$97,750.00
614-B2	8	CY	REINFORCED SLOPE PAVING (INCL. WIRE REINFORCEMENT) (4" THICK)	Five Hundred Ninety Five Dollars and No Cents	$595.00	$4,760.00
614-C	100	CY	PUMPING CONCRETE	Two Hundred Dollars and No Cents	$200.00	$20,000.00
615-B	33	CY	RIPRAP GROUT	Three Hundred Ninety Eight Dollars and No Cents	$398.00	$13,134.00
618-A	40	SY	CONCRETE SIDEWALK, 4" THICK	Ninety Nine Dollars and Fifty Cents	$99.50	$3,980.00
620-A	5	CY	MINOR STRUCTURE CONCRETE	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$12,500.00
623-A1	70	LF	CONCRETE CURB, TYPE A	Forty Eight Dollars and Seventy Five Cents	$48.75	$3,412.50

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
623-A2	105	LF	CONCRETE CURB, TYPE F	Forty Eight Dollars and Fifty Cents	$48.50	$5,092.50
630-A	400	LF	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	Thirty One Dollars and Twenty Cents	$31.20	$12,480.00
630-C	2	EACH	GUARDRAIL END ANCHOR, TYPE 8	One Thousand Eight Hundred Dollars and No Cents	$1,800.00	$3,600.00
630-G	190	LF	STEEL BEAM GUARDRAIL FOR CULVERT, CLASS A, TYPE 2, CASE 3	One Hundred Eighty Six Dollars and No Cents	$186.00	$35,340.00
631-C	80	LF	GUARDRAIL RESET	Sixteen Dollars and Eighty Cents	$16.80	$1,344.00
631-E	3	EACH	GUARDRAIL END ANCHOR, RESET	One Thousand Four Hundred Forty Dollars and No Cents	$1,440.00	$4,320.00
650-A	165	CY	TOPSOIL (4" THICK) (TRUCK BED MEASURE)	Thirty Dollars and No Cents	$30.00	$4,950.00
654-A	1030	SY	SOLID SODDING (MATCH EXISTING GRASS)	Six Dollars and Fifty Cents	$6.50	$6,695.00
659-C	25	SY	EROSION CONTROL PRODUCT, TYPE S1	Four Dollars and Fifty Cents	$4.50	$112.50
665-A	0.25	AC	TEMPORARY SEEDING	Five Hundred Fifty Dollars and No Cents	$550.00	$137.50
665-B	0.25	TON	TEMPORARY MULCHING	Five Hundred Fifty Dollars and No Cents	$550.00	$137.50

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-E	675	SY	POLYETHYLENE	Three Dollars and No Cents	$3.00	$2,025.00
665-F	200	EACH	HAY BALES	Twelve Dollars and No Cents	$12.00	$2,400.00
665-G	825	EACH	SAND BAGS	Ten Dollars and No Cents	$10.00	$8,250.00
665-I	100	TON	TEMPORARY RIPRAP, CLASS 2	One Hundred Dollars and No Cents	$100.00	$10,000.00
665-J	525	LF	SILT FENCE, TYPE A (INCL. INSTALLATION AND REMOVAL)	Six Dollars and No Cents	$6.00	$3,150.00
665-L	350	LF	FLOATING BASIN BOOM	Fifty Dollars and No Cents	$50.00	$17,500.00
665-P	1	EACH	INLET PROTECTION, STAGE 3 OR 4	Five Hundred Fifty Dollars and No Cents	$550.00	$550.00
665-Q	460	LF	WATTLE	Twelve Dollars and No Cents	$12.00	$5,520.00
674-A	450	LF	CONSTRUCTION SAFETY FENCE	Five Dollars and No Cents	$5.00	$2,250.00
680-A	1	LS	GEOMETRIC CONTROLS	Five Thousand Dollars and No Cents	$5,000.00	$5,000.00
690-A	8	EACH	PROJECT SIGNS	Eight Thousand Dollars and No Cents	$8,000.00	$64,000.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
690-B	1	EACH	PORTABLE TOILET	One Thousand Dollars and No Cents	$1,000.00	$1,000.00
690-C	29	CY	FLOWABLE FILL	Three Hundred Eighty Five Dollars and No Cents	$385.00	$11,165.00
690-D	1	LS	DEWATERING	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
690-E	175	LF	RESIDENTIAL FENCE, ALL TYPES (INCL. GATES)	Forty Dollars and No Cents	$40.00	$7,000.00
690-F	1	LS	TEMPORARY STREAM DIVERSION	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
701-G	60	LF	SOLID YELLOW, CLASS 1, TYPE B TRAFFIC STRIPE	Twenty Four Dollars and No Cents	$24.00	$1,440.00
740-A1	1	LS	TRAFFIC CONTROL SCHEME - BIN 007094	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A2	1	LS	TRAFFIC CONTROL SCHEME - BIN 007290	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A3	1	LS	TRAFFIC CONTROL SCHEME - BIN 010791	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A4	1	LS	TRAFFIC CONTROL SCHEME - BIN 011461	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A5	1	LS	TRAFFIC CONTROL SCHEME - BIN 012016	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740-A6	1	LS	TRAFFIC CONTROL SCHEME - BIN 012017	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A7	1	LS	TRAFFIC CONTROL SCHEME - BIN 014688	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-B	70	SF	CONSTRUCTION SIGNS	Fourteen Dollars and Fifty Cents	$14.50	$1,015.00
740-D	50	EACH	CHANNELIZING DRUMS	Forty Five Dollars and Sixty Cents	$45.60	$2,280.00
740-E	50	EACH	CONES, 36" HIGH	Nineteen Dollars and Twenty Cents	$19.20	$960.00
740-I	2	EACH	WARNING LIGHTS, TYPE B	Seventy Eight Dollars and No Cents	$78.00	$156.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	Thirty Three Thousand Dollars and No Cents	$33,000.00	$33,000.00

TOTAL BID	**One Million One Hundred Forty Nine Thousand Six Hundred Ninety One Dollars and Fifty Cents**	**$1,149,691.50**
TAX SAVINGS	**Thirty Thousand Dollars and No Cents**	**$30,000.00**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Base Bid

Total (All items listed in Proposal) $ 1,149,691.50

Written in words ONE MILLION ONE HUNDRED FORTY NINE THOUSAND SIX HUNDRED NINTY ONE DOLLARS AND FIFTY CENTS

Number of working days to complete 155

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By C. THORNTON, INC.

Signature of Bidder Chylane T. Gregory
(If a Corporation)

By Chylane T. Gregory
President
CHYLANE T. GREGORY
Print

Business Address 12390 AIRPORT BLVD., MOBILE, AL 36608

Carolyn B. Thornton
Secretary
CAROLYN B. THORNTON
Print

Business Address 12390 AIRPORT BLVD., MOBILE, AL 36608

_____
Treasurer
_____
Print

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered: ALABAMA

ATTEST: _____
Secretary

18330
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That C. Thornton, Inc.
(Name of Contractor)
12390 Airport Blvd., Mobile, AL 36608
(Address)
as Principal, and Atlantic Specialty Insurance Company
(Name of Surety)
605 Highway 169 North, Suite 800, Plymouth, MN 55441
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave, City of Mobile Project No. *2024-3005-19.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 15, 2025 (Date)

C. Thornton, Inc. (Contracting Firm)

Witness as to Principal By: (SEAL)

Atlantic Specialty Insurance Company (Name of Surety)

COUNTERSIGNED: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent

Alabama Resident Agent By

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we C. Thornton, Inc. as Principal and Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of one million, one hundred forty-nine thousand, six hundred ninety-one dollars and fifty cents ($1,149,691.50) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20___ (hereinafter called the Contract) for **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave, City of Mobile Project No.** ***2024-3005-19*** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) C. Thornton, Inc.

BY: Chylane L. Gregory

(Signature)

ATTEST: Carolyn B Thornton

(Signature)

Carolyn B Thornton (Print)

Chylane T. Gregory

(Print)

ITS: Secretary

ITS: President

(Title)

Atlantic Specialty Insurance Company

(Surety sign here) (Corporate name)

BY: Mark W. Edwards II

(Signature)

ATTEST: Anna Childress

(Signature)

Mark W. Edwards, II

(Print)

Anna Childress (Print)

ITS: Attorney-in-Fact & Licensed AL Resident Agent

(Title)

ITS: Vice President Surety

Corporate Seal

20

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated_____ day of _____, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we C. Thornton, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a NY corporation
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of one million, one hundred forty-nine thousand, six hundred ninety-one dollars and fifty cents ($1,149,691.50), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

C. Thorton, Inc.
(Corporate Name)

BY: Chylene L. Gregory
(Signature)

Chylene T. Gregory
(Print)

ITS: President
(Title)

ATTEST:
Carolyn B Thornton
(Signature)

Carolyn B Thornton (Print)

ITS: Secretary
(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Mark W. Edwards II
(Signature)

Mark W. Edwards, II
(Print)

ITS: Attorney-in-Fact & AL Resident Agent
(Title)

ATTEST:
Anna Childress
(Signature)

Anna Childress (Print)

ITS: Vice President - Surety
(Title)

Corporate Seal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

CTHORNT-01 ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashley Spaulding, CISR	
Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	PHONE (A/C, No, Ext): (251) 643-7043	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: ashley@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Middlesex Insurance Company	23434
INSURED C Thornton Inc 12390 Airport Blvd Mobile, AL 36608	INSURER B : Midwest Employers Casualty Co	23612
	INSURER C : AGC Workers Comp Fund, Inc	055028
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	A0174626	6/30/2025	6/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$ 100,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	A0174626	6/30/2025	6/30/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	A0174626	6/30/2025	6/30/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		EWC009234	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Workers Compensation			MP088-2025-AL	1/1/2025	12/31/2025	Per Statute	
A	Equipment Floater			A0174626	6/30/2025	6/30/2026	Leased/Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No: 2024-3005-19 - Misc. Drainage Repairs (D1-7)

Regarding effective and expiration, both days are at 12:01 AM Standard Time at the insureds address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by AM Best & their rating is A- VII. Midwest Employers Casualty Company is rated by AM Best and their rating is A+ XV.

General Liability:

Additional Insured provisions apply with respect to General Liability (including on-going and completed operations), subject to forms CG 71 25 06 22, if SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: CTHORNT-01 ETESNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thames Batre' Insurance		C Thornton Inc 12390 Airport Blvd Mobile, AL 36608
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CG 71 25 06 22, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CG 71 25 06 22 if required by written contract.
Per Project Aggregate provisions apply with respect to General Liability, subject to form CG 71 18 06 20, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to General Liability, subject to form IL 70 60 08 15, if required by written contract.

Automobile:
Additional Insured provisions apply with respect to Automobile Liability, subject to form CA 20 48 10 13, if required by written contract.
Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form CA 76 16 06 18 if required by written contract.
Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form CA 00 01 11 20, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to Automobile Liability, subject to form IL 70 60 08 15, if required by written contract.

Excess Liability:
Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Additional Insured provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.
Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.
Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Waiver of Subrogation provisions apply with respect to Excess Liability, subject to Excess Liability underlying terms, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to General Liability, subject to General Liability underlying terms, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to Automobile Liability, subject to Excess Liability underlying terms, if required by written contract.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MRM, LLC.
PO Box 382408
Birmingham, AL 35238

www.mrm-llc.com

CONTACT NAME: Melanie Ginn
PHONE (A/C, No, Ext): 877-402-5246 FAX (A/C, No): 205-730-2833
E-MAIL ADDRESS: certs@mrm-llc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alabama Associated General Contractors SIF	
INSURER B : Midwest Employers Casualty Company	23612
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C Thornton, Inc.
12390 Airport Boulevard
Mobile AL 36608

COVERAGES **CERTIFICATE NUMBER:** 87194704 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		✓	MP088-2025-AL	1/1/2025	1/1/2026	✓ PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A		PJAL180000	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC009234	1/1/2025	1/1/2026	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding effective and expiration, both days are at 12:01 am Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.
Project: 2024-3005-19, Misc Drainage Repairs (D1-7) Part 1 & Part 2. Waiver of subrogation in favor of City of Mobile when required by written contract. 30-day notice of cancellation applies 10-day for nonpayment of premium.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Terry Young

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ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740-A. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Omit

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit

61. Omit

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Omit

65. Omit

ITEM IX

ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and C. Thornton, Inc. (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave
Project No: 2024-3005-19
Project Description: Various drainage repairs at multiple bridge culvert sites
Major work items include: Concrete slope paving, crack repair, spall repair, clearing and grubbing.

City of Mobile Project Number **2024-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,149,691.50**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete

the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is ***Michael Baker International.***

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

C. Thornton Inc

CONTRACTOR; **(IF CORPORATION)**

C. Thornton Inc (Print)

BY: Chylane T Gregory

ITS PRESIDENT

Chylane T. Gregory (Print)

Corporate Seal

ATTEST: Carolyn B Thornton

ITS SECRETARY

Carolyn B. Thornton (Print)

9-17-2025

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Chylane T. Gregory, whose name is signed to the foregoing instrument in the capacity of President of C. Thornton, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of September, 2025.

NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. SECTION 631, PAY ITEM 631-G *GUARDRAIL END ANCHOR RESET*: SUB-SECTION 631.05(b) SHALL BE **REPLACED** WITH THE FOLLOWING:

Payment will be made under Item No.: 631-E Guardrail End Anchor Reset

6. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

7. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

8. ITEM 659-A *EROSION CONTROL NETTING:*

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

9. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

10. ITEM 690-B *PORTABLE TOILETS:*

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 690-C. *FLOWABLE FILL:*

690 C.1

Description
A CONTROLLED LOW-STRENGTH MATERIAL (concrete flowable fill) is a low strength material mixed to a wet flowable slurry used to fill voids in pipes, sewers and manholes.

690 C.2

Materials
See Attachment F.

690 C.3

Proportioning
See Attachment F.

690 C.4

Mix Design
The Contractor shall use Mix #2. See Attachment F.

690 C.5

Test Methods
Sampling the freshly mixed flowable fill shall be performed according to AASHTO T 141, except the elapsed time for obtaining the composite sample shall not exceed 2 minutes. The flow test shall start within 5 minutes of obtaining the composite sample. The molding of strength test specimens shall start within 10 minutes of obtaining the composite sample.

The temperature test shall be according to ASTM C 1064.

The flow test shall consist of filling a 3-inch inside diameter by 6-inch long plastic cylinder. The maximum variation from the normal inside diameter and length shall be 3 mm (1/8 inch). The plastic cylinder shall be smooth, rigid and open at both ends. The test method shall consist of placing the cylinder on a flat, level, firm surface which is free of vibration or other disturbances. The cylinder shall be firmly held in place and filled in

one lift. The top of the cylinder shall be struck off to form a level surface while holding the cylinder in place. The cylinder shall be pulled straight up, and the approximate diameter of the mixture's spread shall be measured.

The air content test shall be according to AASHTO T 152, except the bowl shall be filled in one lift without vibration, rodding, or tapping.

The compressive strength test shall be according to AASHTO T 22; neoprene caps shall be used for compressive testing. Strength is defined as the average of two or more cylinder breaks. The 6-inch x 12-inch cylinders shall be made according to AASHTO T 23, except the cylinders shall be filled in one lift without vibration, rodding, or tapping. When bleed water appears at the top of the mold after a few minutes, the mold shall be refilled. The curing method shall be modified by not removing the covered specimen from the mold until the time of testing. The cylinders shall be stored in a shaded area with a controlled temperature of 60°F to 80°F.

The Engineer reserves the right to adjust the proportion of materials in the field for flowability. No additional compensation will be paid to the Contractor for a mix adjustment.

CONSTRUCTION REQUIREMENTS

690 C.6

Placement

The mix shall not be placed on frozen ground, in standing water, during wet weather conditions or during high tides. Mixing and placing shall begin only if the air temperature is 35°F minimum and rising. At time of placement, the material temperature shall be 40°F minimum. Mixing and placing shall stop when the air temperature is 40°F and falling. The mix shall be placed directly from the chute into the space to be filled. Other placement methods may be approved by the Engineer if the mix design is appropriate. When backfilling against structures, the mix shall be placed in layers to prevent damage by lateral pressures. Side slopes shall be stepped or serrated to prevent wedging action of the backfill against the structure. Each layer shall be allowed to harden prior to placing the next layer.

When backfilling pipe culverts, the mix shall be distributed evenly on each side of the pipe culvert to prevent movement. To prevent uplift of the pipe culvert, the first layer shall stop at one-fourth the height of the culvert. After settlement of the first layer as determined by the Engineer, the second layer shall stop at one-half the height of the culvert. After settlement of the second layer, as determined by the Engineer, the remainder of the trench shall be filled. A mix may be placed in a single layer for Portland cement pipe culverts.

The mix shall not be exposed to freezing temperatures or wet weather conditions during the first 24 hours after placement.

The contractor shall not place backfill over the concrete flowable backfill for a minimum of 48 hours.

Any falsework required to place this material shall be a subsidiary obligation of the concrete flowable fill.

690 C.07

Method Of Measurement
This work will be measured for payment and the volume computed in cubic yards.

690 C.08

Basis of Payment
This work will be paid for at the contract unit price per cubic yard for CONCRETE FLOWABLE FILL.

12. ITEM 690-D. *DEWATERING*

690.D.01
Description

This pay item shall include all labor and maintenance necessary to provide dewatering, regardless of nature, for the duration of the project.

690.D.02
Basis of Payment

Payment will be based on the respective unit bid price for dewatering, complete-in-place, which shall be payment in full for hauling, preparation, placing, and maintenance of all dewatering items and for all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 690-E. *RESIDENTIAL FENCE, ALL TYPES (INCLUDING GATES)*

690.E.01
Description

This pay item shall include all labor and materials necessary to provide, on the project site, all residential fence, all types (including gates). The residential fence shall be match-in-kind.

690.E.02
Basis of Payment

Payment will be based on the respective unit bid price for residential fence, all types (including gates), which shall be payment in full for materials, labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 690-F *TEMPORARY STREAM DIVERSION:*

690.F.01

Description

This pay item shall include all labor and maintenance necessary to provide temporary stream diversion, regardless of nature, for the duration of the project.

690.F.02

Basis of Payment

Payment will be based on the respective unit bid price for temporary stream diversion, complete-in-place, which shall be payment in full for hauling, preparation, placing, and maintenance of all temporary stream diversion items and for all labor, equipment, tools and incidentals necessary to complete this item.

15. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

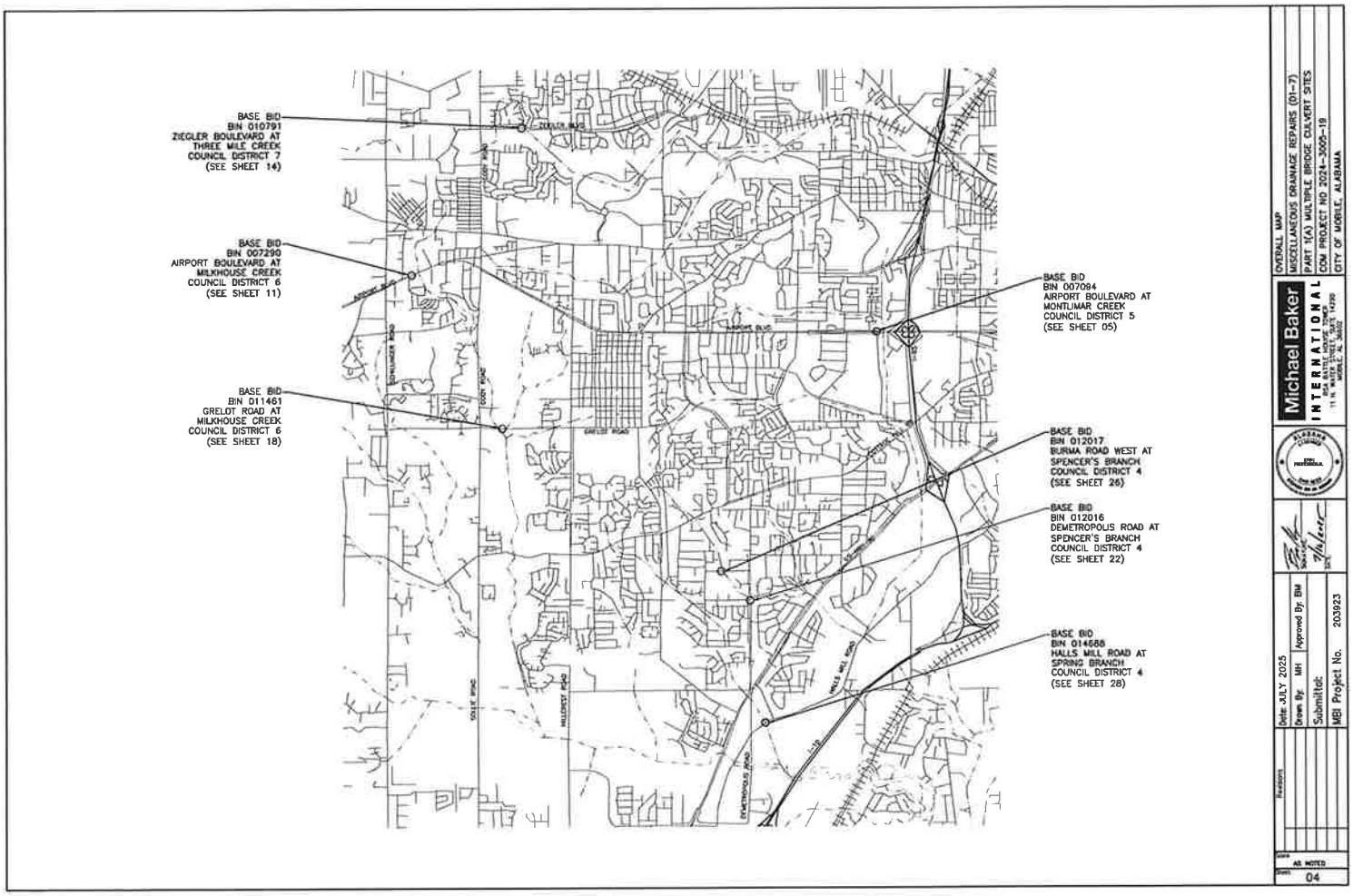
740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION



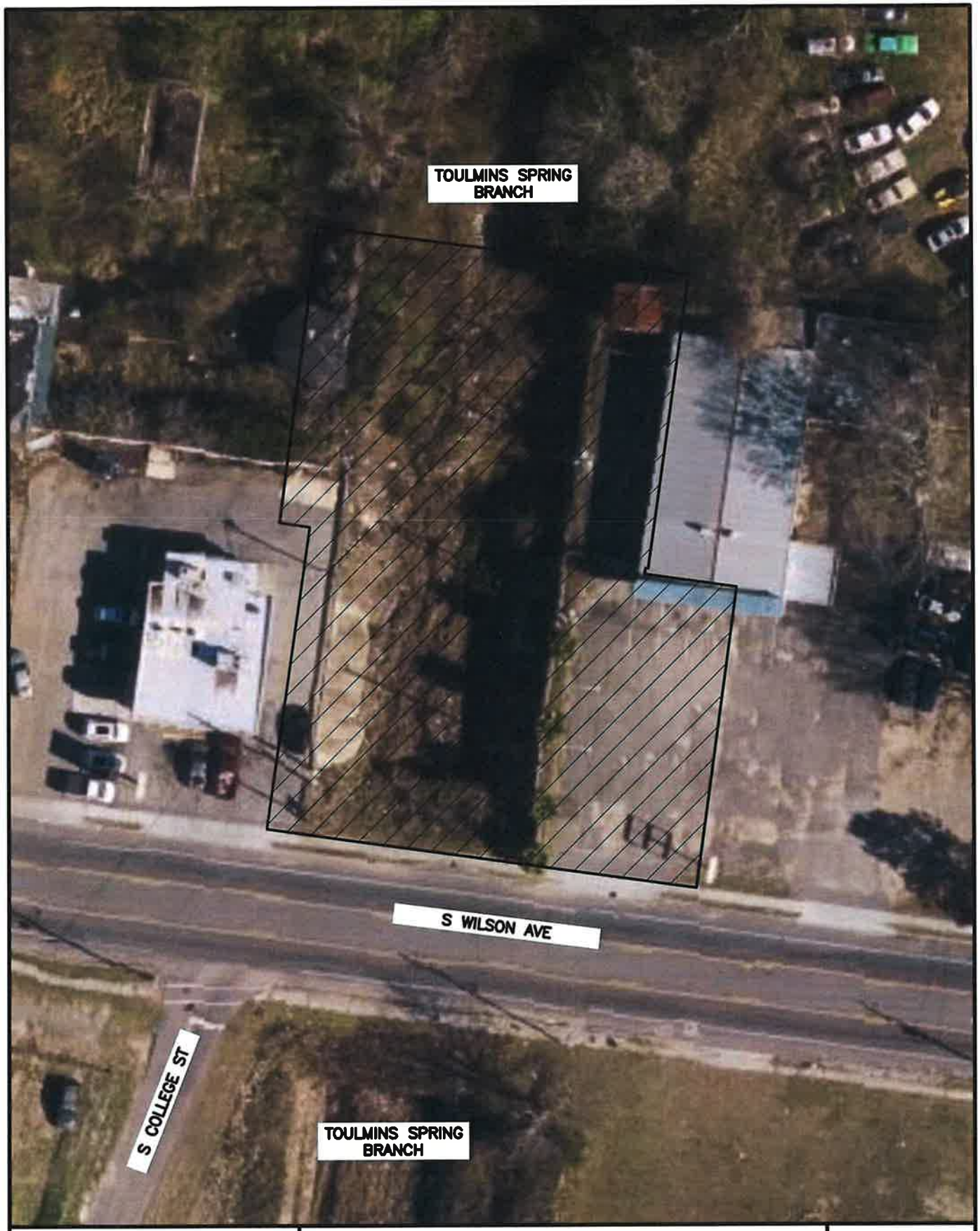
OVERALL MAP
MISCELLANEOUS DRAINAGE REPAIRS (01-7)
PART 1(A) MULTIPLE BRIDGE CULVERT SITES
COM PROJECT NO 2024-3005-19
CITY OF MOBILE, ALABAMA

Michael Baker INTERNATIONAL
RSA BATTLE HOUSE TOWER
11 N. WATER ST. SUITE 14190
MOBILE, AL 36602

Date: JULY 2025
Drawn By: MH
Approved By: BM
Submitted:
MBI Project No. 203923

AS NOTED

04



Michael Baker INTERNATIONAL

TOULMINS SPRING BRANCH EAST OF WILSON AVENUE

N.T.S.

1 OF 1

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	C. THORNTON, INC.
Address	12390 AIRPORT BLVD., MOBILE, AL 36608
Telephone	251-639-1906
E-Mail	ctgregory@cthorntoninc.com

RFP/RFQ Solicitation Number	2024-3005-19
Project Description	MISCELLANEOUS DRAINAGE REPAIRS (D1-7) PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE
Is your company a DBE company?	Yes [X] No [ ]
Work force demographics	Male 41 Female 3 Minority 30 Non-minority 14 SDVO NA Total #of Employees 44

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHYLANE T. GREGORY

Signature: Chylane T. Gregory Date: 8/20/2025

Title: PRESIDENT

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: CHYLANE T. GREGORY Title: PRESIDENT

Email: ctgregory@cthorntoninc.com Phone: 251-639-1906

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company C. THORNTON, INC. Your Bid/Proposal Amount $ 1,149,778.50 Date:

8 / 20 / 2025 Description MISCELLANEOUS DRAINAGE REPAIRS (D1-7) PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

Name of Bidder/Proposer: C. THORNTON, INC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
COASTAL ENVIRON MENTAL & EROSION CONTROL	251-510-1466	PLANTING AND EROSION CONTROL	25,827.50	3%	YES	
HCL CONTRACTING LLC	251-653-1399	PAVING AND STRIPING	9,190.00	1%	NO	
C & H CONSTRUCTION SERVICES LLC	251-973-9500	TRAFFIC CONTROL	85,722.00	3%	NO	
BAYOU CONCRETE	251-421-6063	CONCRETE	35,000.00	3%	NO	
LADD SUPPLY CO., INC.	251-457-2327	MATERIALS	5,500.00	1%	NO	
CONCRETE RESTORATIONS	251-423-5711	CONCRTE INJECTIONS AND SEALING	253,850.00	22%	NO	
VULCAN MATERIALS COMPANY	251-259-2187	ROCK SUPPLIER	78,840.00	7%	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: C. THORNTON, INC.

Contact Person: CHYLANE T. GREGORY Phone 251-639-1906 Email ctgregory@cthorntoninc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

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CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. WE ARE A CERTIFIED DBE FIRM AND WE HAVE COASTAL ENVIRONMENTAL AND EROSION CONTROL WHO ARE CERTIFIED DBE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL_____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ (Title) ___/___/___ (Date)

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Kim Carmody, Director of Parks & Recreation

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Performance contract with The Friends of Magnolia Cemetery, Inc. for the maintenance and operation of the Cemetery for the period of October 1, 2025 through September 30, 2026.

Amount of Contract:
$20,616.67 per month during the term of this agreement, for the total annual payment of $247,400.04.

Funding Source
Budgeted Contract Item

ATTACHMENTS:
1. Resolution Magnolia Cemetery 2025-2026
2. Magnolia Cemetery Contract for Signature 2025-2026

REVIEWERS:
Lisa Musser
Donna Bryars
Cherlina Monteiro
James Barber

2025

RESOLUTION

Sponsored by: Mayor William Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a performance contract with The Friends of Magnolia Cemetery, Inc., for maintenance and operation of the Cemetery in the amount of $20,616.67 per month during the term of this Agreement, for a total annual payment of $247,400.00 thereafter, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk _____

MAGNOLIA CEMETERY

MANAGEMENT and MAINTENANCE CONTRACT

This CONTRACT is made as of the date on which the last party executes this CONTRACT (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and the Friends of the Magnolia Cemetery, Inc. (sometimes hereinafter call "FOMC"), a not-for-profit corporation, with its principal office at 1202 Virginia Street Mobile, AL 36604.

WHEREAS, City owns and provides for the care and maintenance of Magnolia Cemetery, a public cemetery within the City's corporate limits (sometimes hereinafter called the "cemetery"): and

WHEREAS, Magnolia Cemetery consists of the main cemetery located in the tract of land north of Virginia Street and East of Ann Street, as well as the positions on the south side of Virginia Street referred to as "Little Magnolia" and "Magnolia Annex" and

WHEREAS, FOMC is and Alabama, not-for-profit corporation among whose purposes is the perpetual care and maintenance of Magnolia Cemetery; and

WHEREAS, the City is authorized by Section 11-47-41. Code of Alabama (1975) to enter into contracts for perpetual care and maintenance of such cemetery upon terms and conditions as may be agreed upon; and

WHEREAS, the City has determined that, in order to best accomplish and meet its responsibilities with respect to the operation, care and maintenance of the Cemetery, it should enter into a contract with FOMC providing for the operation, care and maintenance of the Cemetery pursuant to a contract upon the following terms and provisions;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FOMC agree as follows;

1. FOMC shall maintain the good appearance of the streets, right of ways, alleys and individual lots of the Cemetery by cutting the grass, trimming the edges, and doing all those things necessary and appropriate to improve and maintain the appearance and condition of the entire Cemetery, including those areas on the south side of Virginia Street such as "Little Magnolia," and "Magnolia Annex" during the term of this Agreement, in accord with reasonable and ordinary standards in the field.

2. FOMC shall perform any and all actions necessary on an on-going basis in connection with the continued operation of the Cemetery as an active facility including, but not limited to, arranging, scheduling and conducting interments as provided in Appendix A, and other ceremonies, the placing of monuments, and the opening and closing of the cemetery gates, during the term of this Agreement.
3. As donated funds become available for these purposes, FOMC will undertake a program to improve Little Magnolia by installing fencing, beginning with corner features or a gate, and will develop and implement a landscaping plan.

4. FOMC will perform the services referenced in paragraphs number 1 and 2 hereinabove in accordance with the Contract Definitions and Standards which have been annexed hereto as "ATTACHMENT A" and which are hereby incorporated by reference herein as a part hereof.
5. FOMC may charge, collect and retain all fees paid for the provision of services in the Cemetery and shall have the authority to establish and change the fees charged for all such services, subject to right of City to override such change for reasonable cause shown. FOMC is specifically authorized to enforce the rules and regulations for the use of the Cemetery, as the same may be amended from time to time by the City of Mobile, with the approval of the City's Parks and Recreation Department.

6. FOMC shall maintain accurate records of the operation of the Cemetery and will submit an annual report of the same to the Parks and Recreation Department. FOMC further agrees to allow the City to examine all books and records relevant to the operation by FOMC at reasonable times and upon reasonable notice.

7. FOMC will have full authority and responsibility to engage such employees or agents as FOMC shall deem appropriate to provide the services required under this Agreement.

8. Except in the case of emergencies, FOMC shall maintain and provide regular hours of public access to the Cemetery which shall be 7:30 am until 5:30 pm every day. In addition, the main City assigned telephone must be accessible for funeral arrangements every day.

9. For the term of this Agreement, FOMC shall acquire and maintain in full force and effect the following liability and comprehensive insurance and shall attach to this contract, as proof thereof, a certificate of insurance which shall identify the City of Mobile as an additional insured for any claims arising from the performance of this contract:
    a. General Liability Insurance- public liability including premises, products and complete operations.
        i. Bodily injury liability
            1. $250,000 each person
            2. $500,000 each occurrence ii. Property damage liability -$100,000 each occurrence, or (in lieu of 1. and 2.
        Above) iii. Bodily injury and property damage combined- $500,000 per occurrence
    b. Comprehensive- Automobile Liability Insurance including owned, non-owned, and hired vehicles.
        i. Bodily injury liability:
            1. $250,000
            2. $500,000 per occurrence ii. Property damage liability $100,000 each occurrence or, (in lieu of 1. and 2. above)
        iii. Bodily injury and property damage combined- $500,000 per occurrence
    c. FOMC shall furnish full liability insurance coverage as well as workmen's compensation insurance coverage for the entire period of the Agreement, and any

renewal thereof, in policies and limits satisfactory to the City and to be approved by the City, in accord with the minimum limits shown above.

10. FOMC shall not sub-contract, transfer or assign any portion of the maintenance, burial or other obligation or requirements of the work considered part of the operation of Magnolia Cemetery.

11. FOMC shall provide, for the completion of effective maintenance and burial obligations at the Cemetery, an on-site, full-time maintenance /burial crew with at least one full time maintenance superintendent and as many other full-time workers, as shall be reasonably necessary to maintain the cemetery properly. FOMC agrees to schedule such employees as are required to meet the work obligations and burial schedules.

12. FOMC agrees to comply strictly with all ordinances and laws of the City of Mobile and the State of Alabama while performing its obligations under the terms of the Agreement.

13. FOMC agrees to establish a permanent business office and, so long as the same shall be reasonably practicable, said business office shall be maintained on-site at Magnolia Cemetery.

14. This Agreement shall commence on the 1st day of October 2025 and shall continue until September 30, 2026.

15. In consideration of the service rendered by FOMC, City agrees to pay FOMC the sum of Twenty thousand, six hundred and sixteen dollars and 67/100 ($20,616.67) per month during the term of this Agreement, for the total annual payment of $ 247,400.04.

16. All duties and obligations necessary to provide for the maintenance, management and operation of the Cemetery shall be performed by FOMC except as provided herein. This Agreement may be terminated by either party by providing sixty (60) days written notice.

17. In consideration of the covenants and agreements made herein by the City, FOMC agrees that it shall be totally responsible for, and shall have exclusive control over, the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the purposes herein described.

18. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of FOMC, and shall not be liable for any debts or obligations incurred by FOMC, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of FOMC, or sums earned or derived by FOMC, nor shall FOMC at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

19. FOMC, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect

and shall take all steps at its own expense, as the City and from time to time request, to indicate that it is an independent contractor. FOMC hereby assumes all risks associated with, and indemnifies, defends, releases and discharges City from, any and all claims, liabilities, actions, or causes of action arising out of or resulting from the operation of the Cemetery or FOMC's performance of its obligation under the terms of this Agreement. The City does not and will not assume any responsibility for the means by which or manner in which services by FOMC, provided for herein, are performed, by on the contrary, FOMC shall be wholly responsible therefore.

20. FOMC agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of FOMC, the City may, at its option, terminate and cancel this Agreement in accord with paragraph 16 above.

21. FOMC agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap, and with Mobile City Code, Chapter 14, making every reasonable effort to have at least fifteen percent (15%) participation by socially and economically disadvantaged individuals.

22. FOMC agrees and understands that the funding of this Agreement is solely provided from the General Fund of the City of Mobile. If at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provision contained in this Agreement, the City of Mobile shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to FOMC at least sixty (60) days prior to the intended date of cancellation.

23. FOMC agrees that it shall comply with all requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 3113.1, et seq., see Section 31-13-9) and all provisions of said Law including all penalties for violation thereof. Compliance shall be evidenced by the FOMC's documentation of enrollment in the E-Verify Program. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

24. By signing this Agreement, FOMC represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

25. FOMC will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited

to the following: Employment, upgrading, demotion or transfer: recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. FOMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

26. FOMC will, in all solicitations or advertisements for employee placed by or on behalf of the FOMC, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.

27. FOMC will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the contractor's commitments under this section and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

28. In the event of FOMC's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be cancelled, terminated or suspended in whole or in part and FOMC may be declared ineligible for further municipal contracts.

29. FOMC will include the provisions of this section in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that such provisions will be binding upon each subcontractor or vendor. Each contractor will agree to the above in writing, including FOMC's commitment to follow the Americans with Disabilities Act of 1990. (Sec.14-9)

30. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

[Signature page to follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

THE FRIENDS OF MAGNOLIA CEMETERY, INC.

BY Charles U Walters
Print: Charles U. Walters
Its: Executive Director
Address: 1202 Virginia St. Mobile, AL 36604
Telephone: 251-432-8672

STATE OF ALABAMA
CITY OF MOBILE

I, Alisa Banks Egan, a Notary Public in and for said State and County, hereby certify that Charles U. Walters, whose name as Executive Director of THE FRIENDS OF MAGNOLIA CEMETERY, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 22nd day of Sept., 2025.

Alisa Banks Egan
NOTARY PUBLIC

My Commission Expires: March 4, 2027

CITY OF MOBILE, A Municipal Corporation

BY_____
Its MAYOR

ATTEST:

BY_____
Its City Clerk

Appendix A

Magnolia Cemetery Instructions for Arranging an Interment

- Complete a "First Call" form upon contact by funeral director of pending interment.
- Locate the square and Lot to be used for the tentative interment.
- Pull the Lot file and card.
- Check the designation registry to determine if the deceased has already been designated.
- Make a visual inspection of the Lot to verify space available.
- Determine if any large memorial stones must be moved in order to make the interment.
- Determine that the deceased has the legal right (by designation or ownership) to be buried in the Lot; or determine the person who has the legal right to authorize the burial in the Lot.
- Set appointment with the Lot owner/next of kin to meet with Cemetery (city) official to sign interment authorization documents; if burial location has not already been pre-designated.
- Collect the interment fee (contractor's charge for opening and closing the grave) or arrange for fee to be paid through the funeral home.
- Notify grounds superintendent of pending interment.
- Complete interment authorization form.
- Probe and measure the space to verify that there is sufficient room for the interment.
- Flag the measured space with surveyor's flags.
- Complete the interment work order and issue work order to contractor's superintendent.
- Determine and lay-out the procession route (if applicable) or the parking scheme for the service.
- Confirm all arrangements with the funeral director by telephone.
- Inform funeral director which gate should be used for the precession/attendees.
- Place all necessary directional, parking and warning signs (if needed) for the precession or for parking the service.
- Inform the funeral director the direction for placing the casket, i.e. head first or foot first; over the grave.
- Remain near the grave-site until all attendees have left the Cemetery grounds; and the burial vault has been closed and sealed.

Magnolia Cemetery Record Keeping Instructions

For each new burial made in Magnolia, records are to be made as follows:

- Posted to Lot (Index) card system
- New Interment (Index) card prepared
- Posted to monthly interment data report
- Posted to chronological burial book registry
- Posting of all new, future designations resulting from this burial (spouse, etc.)
- Posted to cross reference computer file by person arranging burial (next of kin)
- Posted to computer database
- Computer (and hard copy) of Lot Record Packet updated with burial
- Copies of all documents related to burial retained in office Lot files

When a record of an old burial, not on file at the Cemetery Office is received, make records as follows:

- Posted to Lot (Index) card system
- New interment (Index) card prepared
- Posted to computer database
- Computer (and hard copy) of Lot Record Packet
- Copies of al documents related to burial retained in office Lot files

Instructions for handling various inquiries made to Cemetery Office by in-person visits, telephone, email, postal mail, text message, etc., for both Magnolia St. Church Street (See special note about Church Street tasks at the conclusion of this report) (Daily Requirement)

- Provide brochures and answer any general questions the visitor(s) by have about Magnolia.
- For those searching for a specific grave-site: find locations in records; mark and provide a set of Cemetery maps to the location.
- Provide hand-outs and/or other information for specific historical era or on individuals involved in specific historical events (Mardi Gras, Civil War, Civil Right's, Yellow Fever, Military History, etc.)
- Provide students with information for school projects on various topics (such as those shown above) and answer questions they may have about the topic.
- Survey Lots to determine if and/or how many spaces are usable in a family's Lot.

- Meet families to make interment pre-arrangements for an imminent death in the family. This procedure will follow the interment arrangement procedure closely; with the exception of collecting interment fee.
- Assist families in determining current owner(s) of the interment rights to a Lot; and the person(s) with legal right to authorize burials and/or designation future burials in a Lot.
- Accept and handle complaints related to anything in the Cemetery from the need to mow a Lot, to who is responsible for broken memorial stones.

Instructions for Making Lot Record Updates and New Record Packets

- Make an outside visual inspection/survey including probing and measuring of any unused spaces.
- Take photographs of the Lot from at least two angles and include one of these on cover of record packet and all of the photographs of the Lot within the packet.
- Prepare cover page for record packet.
- Include aerial map of the Cemetery with the Lot area indicated.
- Include aerial map of the Square of Range with the Lot highlighted.
- Prepare & include portion of the cemetery database record for the Lot.
- Prepare & include a line drawing/diagram of the Lot, showing used spaces/open spaces, memorial stones (types & locations) and any special physical features of the Lot (trees, hedges, walls, etc.)
- Include a master plat of the Cemetery showing the approximate location of the Lot and the best driving routes from the entry gates on Ann Street and Virginia Street.
- Include a Square or Range plat showing the exact location of the Lot within the section.
- A back cover with information about the Cemetery (visiting & office hours, driving & parking requirements, etc.)

Instructions for the installation of memorial stones/and or construction of structures with the Cemetery

- Provide monument companies with a copy of the Cemetery's rules, regulations and procedures related to the memorial stones and structures.
- Provide monument companies with blank copy/copies of the application for memorial installation or constructions of structures in Cemetery.

- Upon receipt of an application for construction and/or installation of memorial stone, procedures are required as follows:
  - Post information about memorial in "memorial installation registry"
  - Research Lot file to determine if person signing memorial application has legal right to have memorial stone placed or structure built/work done.
  - If the application is accepted, the following are provided/prepared for: (1) the monument company, (2) the grounds superintendent (3) the Cemetery office.
- The diagram/field survey of the Lot indicating where the stone is to be installed.
- A master plat of the Cemetery indicating the driving route for the monument truck.
- A section plat showing the location of the specific Lot.
- A copy of the schematic drawings and materials list for the installation of the stone.
- In addition to the packet, I keep a registry on each application received, showing when the application was received, the monument company, the location and the date of installation.

Instructions for Incidents Such as Accidents, Crime, etc., in Magnolia (Only)

While the filing of the official City Incident Report would remain the task of the Operations Division of the Department, information and actions of immediate necessity, related to those incidents should be part of the contractor's duties; such as:

- Immediately contacting police, fire or another emergency assistance as required by an incident.
- Immediate filing of police reports (s) as necessitated by an incident.
- Immediately photographing and gathering information necessitated by an incident as needed for report.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754	**CONTACT NAME:** Shelton Mayhue, CIC, CISR **PHONE (A/C, No, Ext):** 251-473-4600 **FAX (A/C, No):** 251-450-0032 **E-MAIL ADDRESS:** smayhue@higginbotham.net
INSURED The Friends of Magnolia Cemetery, Inc. P. O. Box 6383 Mobile AL 36660 FRIEOFM-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Owners Insurance Company — 32700 **INSURER B :** Auto-Owners Insurance Company — 18988 **INSURER C :** Travelers Casualty and Surety Company — 19038 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 217671769 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			234617-38288251-25	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			52-288-251-00	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-0K657627-25-42-G	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as additional insured as respects General Liability as required by written contract. The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

Certificate Holder is named as Additional Insured as respects to Auto Liability as required by written contract. Waiver of Subrogation is issued as respects to Auto Liability as required by written contract.
The Automobile Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder when required by See Attached...

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: FRIEOFM-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	The Friends of Magnolia Cemetery, Inc. P. O. Box 6383 Mobile AL 36660
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

written contract. The Automobile Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The Workers' Compensation policy includes a blanket automatic waiver of subrogation provision that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. 30 days notice of cancellation applies except for 10 days for nonpayment of premium for the Workers' Compensation policy.

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Carroll, Councilmember
Sandy Stimpson, Mayor

Purpose and Scope of Project:
The attached construction engineering and inspection services contract is between Volkert, Inc. and the City of Mobile for the amount of $1,481,507.84. The scope of work for this contract includes project inspection and observation ensuring compliance with plans and specifications, daily record keeping, material testing services and project closeout. The purpose of this project is for roadway rehabilitation, utility replacement and repair, and streetscape improvements to replace and improve outdated infrastructure and foster new development along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

Amount of Contract:
$1,481,507.84

Funding Source
G-BROADPH4

ATTACHMENTS:
1. Cover Letter MLK CE&I
2. MLK CE&I_Agreement_RESOLUTION
3. Volkert CEI Contract MLK (CITY Legal Clean 9.22.25)
4. Your Legal Request is Complete - We'd Love Your Feedback!

REVIEWERS:
Jennifer Greene
Kelsi Tippery
Cherlina Monteiro

October 08, 2025

Dear Councilmembers:

The attached construction engineering and inspection services contract is between Volkert, Inc. and the City of Mobile for the amount of $1,481,507.84. The scope of work for this contract includes project inspection and observation ensuring compliance with plans and specifications, daily record keeping, material testing services and project closeout.

The purpose of this project is for roadway rehabilitation, utility replacement and repair, and streetscape improvements to replace and improve outdated infrastructure and foster new development along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

This contract will be funded by ALDOT MPO Funds and City Match Funds.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,



Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

Project Name: TIGER 2016 Project Phase Four – Dr. Martin Luther King Jr. Ave
COM Project No. 2023-2045-01

Cost: $1,481,507.84

Adopted:

_____
City Clerk

TIGER 2016 PROJECT PHASE FOUR – DR. MARTIN LUTHER KING JR. AVE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

PROJECT NO. 2023-2045-01

ENGINEER:
VOLKERT, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

THIS CONTRACT is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and VOLKERT, INC. ("Engineer") an Alabama corporation with its principal office at 1110 Montlimar Drive Mobile, AL 36609.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

ADEM – Alabama Department of Environmental Management

CITY – City of Mobile, Alabama; Programs & Project Management

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the CONTRACT.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written CONTRACT between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Volkert, Inc.**

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

MATERIAL TESTING FIRM - An authorized firm, hired by the City, to perform laboratory services and testing of materials.

NOTICE TO PROCEED – A written notice to proceed issued by the PROJECT MANAGER either for the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

PROJECT – TIGER 2016 Phase Four – Dr. Martin Luther King Jr. Ave: Construction Engineering and Inspection Services, Project No. 2023-2045-01. This CONTRACT is for civil engineering, construction inspection and administration, for roadway rehabilitation, utility replacement, sidewalk, signage, striping, lighting, signalization and fence along bridge to replace and improve outdated infrastructure and foster new development along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16) (See Exhibit A for approximate locations).

PROPOSAL – The proposal attached in Exhibit C dated April 23, 2025, outlining professional services that will be provided and the estimated cost of the PROJECT as determined and provided by ENGINEER pursuant to Section III herein.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

PROJECT MANAGER – An individual designated by the CITY OF MOBILE as PROJECT MANAGER in the Programs & Project Management Department

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

TECHNICAL SPECIFICATIONS – Technical specifications written for this PROJECT and provided by the ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the TECHNICAL SPECIFICATIONS provided for the project, and STANDARD SPECIFICATIONS, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required

under this CONTRACT will be performed in accordance with these specifications, standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for this project consists of the Construction Phase and Closeout Phase.

1. Quality Assurance

    a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

    The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

    a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting lines and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

    b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the ENGINEER, to perform materials testing and associated services.

c. The ENGINEER shall ensure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the engineer.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER’s agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

c. The PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

d. The CITY will retain a material testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.

f. The ENGINEER shall have a copy of and be thoroughly familiar with TECHNICAL SPECIFICATIONS and applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and

Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Project Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

i. No major changes in the "as bid" construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.

j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The CITY or ENGINEER shall stop the PROJECT at any time if the equipment is not in accordance with TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR with each monthly estimate.

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly calendar day charge must be resolved immediately. Discrepancies not resolved within ten (10) calendar days of the original report date shall be documented by the ENGINEER and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly calendar day charge within ten (10) calendar days of the original report date, such monthly calendar day charge shall be deemed accepted by the CONTRACTOR. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work and time charges can resume.

c. The ENGINEER will upload daily updates including progress photos to E-Builder.

d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) calendar days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.

B. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) calendar days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall, upon payment of all amounts due ENGINEER, become the property of the CITY. Any use of such documents by the CITY or others on any Project other

than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation or liability to any extent whatsoever on the part of ENGINEER. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, " ed Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive calendar days, the ENGINEER may terminate this CONTRACT by giving thirty (30) calendar days written notice.

C. The CITY and the ENGINEER each binds itself, its successors, and assigns to the other party in respect to all covenants of this CONTRACT. Neither party shall transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the other Party ; which such consent shall be granted or denied solely at the other Party's discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual CONTRACT between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the cost stated in the PROPOSAL and rates stated in the ENGINEER'S Hourly Rates, which is incorporated into this CONTRACT in Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the PROPOSAL and the ENGINEER'S Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT.

   b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and

documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the PROJECT MANAGER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. The Professional Engineering Services cost attached hereto as stated in the PROPOSAL, and in Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this CONTRACT shall not exceed $1,481,507.84 (One Million Four Hundred and Eighty-One Thousand Five Hundred Seven Dollars and Eighty-Four Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

d. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless CITY and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the CITY for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the CITY. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the CITY except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a similar design professional practicing under the same or similar circumstances and professional licenses at the same time and in the same locale and performing the same or similar services as expeditiously as is prudent considering the ordinary professional skill and care.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of CONTRACT forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER or CONTRACTOR employs one or more employees within the State of Alabama, ENGINEER or CONTRACTOR shall provide documentation establishing that CONTRACTOR is enrolled in the E-Verify program.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this CONTRACT is Federal Highway Administration Surface Transportation Funds (Mobile Area dedicated) and CITY match funds.

IX. ANTI-BOYCOTT

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. NON-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that

fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This CONTRACT shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this CONTRACT shall be a court of proper jurisdiction in Mobile County, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile. Training will be provided by City of Mobile staff should the need arise.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is _____Cody Reed_____

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Cody Reed, P.E.
As: City's Authorized Agent
P.O Box 1827
Mobile AL 36633

ENGINEER:

Volkert, Inc.
c/o Joey Fresolone
Engineer's Authorized Agent
1110 Montlimar Drive
Mobile, AL 36609

C. Any change in the CITY's Department Head or the ENGINEER'S Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with

the terms of the contract, 2) failure to meet established deadlines or schedules, due to ENGINEER'S breach of its Standard of Care or its negligent acts, errors or omissions 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the CITY regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the CITY, 8) failure to correct deficiencies after receiving written notice from the CITY, specifying in detail the alleged deficiencies 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of CITY property, equipment, or resources, 13) failure to comply with applicable safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the compliance by ENGINEER with its Standard of Care in the services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with CITY designated officials during site visits or reviews, 21) failing to comply with written directives from the CITY to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) misuse of funds allocated for specific tasks or deliverables, 25) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 26) failure to maintain adequate security measures for sensitive information or physical assets, 27) failure to address health and safety violations that result in injury or property damage, 28) providing false claims for payments, reimbursements, or change orders, 29) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 30) failure to disclose debarment or loss of required license.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, CITY shall have rights which include but are not limited to (i) the right to keep this CONTRACT in effect and sue ENGINEER for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by ENGINEER and to recover any damages caused thereby; and (iii) the right to terminate this CONTRACT either as to the entire Project or part thereof, in either case by giving ENGINEER written notice of such termination. In the event of termination of this CONTRACT by the CITY because of the ENGINEER'S default or breach, the CITY may, upon payment of all amounts previously invoiced and due ENGINEER take possession of all materials, thereon owned by the ENGINEER and may finish the Project by whatever method and means CITY may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

Default by ENGINEER shall excuse any obligation of CITY to pay compensation or sums otherwise due ENGINEER over and above any sums necessary to cure the alleged default under the CONTRACT. CITY may withhold any and all such sums if there has been a default or breach by ENGINEER of any provision of this CONTRACT.

XVII. CURE PLAN

If ENGINEER fails to comply with any material provision of this CONTRACT, the CITY shall issue a specific and detailed written notice requiring ENGINEER to submit a corrective action plan (CAP) within such time as CITY directs. If ENGINEER fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the CITY may terminate this CONTRACT.

XVIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

Failure by the ENGINEER to perform in accordance with the terms, conditions, and specifications of this CONTRACT, including but not limited to failure to complete work within the specified time frame, due to the ENGINEER'S breach of its Standard of Care or its negligent acts, errors or omissions failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by CITY in evaluating the ENGINEER's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XIX. MISCELLANEOUS

A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

B. The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this CONTRACT be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence, subject to ENGINEER'S Standard of Care, with regard to each and every aspect of the ENGINEER's performance under this CONTRACT.

E. The rights and remedies of the CITY provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

F. If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

J. Neither the CITY's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and CITY. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.

Q. Amendment and Waiver. This CONTRACT may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the CITY is required to take legal action to enforce this contract, the contractor agrees to reimburse the CITY for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the CITY to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the CITY, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Signature Page to follow]

CITY OF MOBILE, A Municipal Corporation

VOLKERT, INC

By: _____

Print: James M. Kelley

Its: Regional Vice President

Address: 7515 Halcyon Summit Dr.
Suite 102
Montgomery, AL 36117

Telephone: 334-260-3131

STATE OF ALABAMA
CITY OF MOBILE

I, Ginger M. Nelson, a Notary Public in and for said State and County, hereby certify that James M. Kelley, whose name as Regional Vice President of VOLKERT, INC is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 24th day of Sept., 2025

GINGER M NELSON MY COMMISSION EXPIRES NOVEMBER 18, 2025 NOTARY PUBLIC STATE OF ALABAMA

_____
NOTARY PUBLIC

My Commission Expires: _____

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
It's CITY Clerk

Print: _____

EXHIBIT A:

PROJECT LOCATION



EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **TIGER 2016 Phase Four – Dr. Martin Luther King Jr. Ave,** City of Mobile Project No. **2023-2045-01**

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **$11,257,346.43 [Eleven Million Two Hundred Fifty-Seven Thousand Three Hundred Forty-Six Dollars and 43 Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER shall not exceed $1,481,507.84 (One Million Four Hundred and Eighty-One Thousand Five Hundred Seven Dollars and Eighty-Four Cents), unless authorized by the CITY.

CITY DISTRICT: District 2

FUNDING SOURCE: The source of funds for payment by CITY under this CONTRACT is Federal Highway Administration Surface Transportation Funds (Mobile Area dedicated) and CITY match funds.

EXHIBIT C:

PROPOSAL AND

ENGINEER'S SUMMARY OF HOURLY RATES

Volkert, Inc.
26400 Pollard Road #C
Daphne, AL 36526
251-450-0819
www.volkert.com

VOLKERT

April 23, 2025

Mr. Cody Reed, P.E.
City of Mobile
205 Government Street
Mobile, Alabama 36602

Re: CEI Fee Proposal
Project No. TIGER-FAUP-4917(250)
Dr. Martin Luther King Jr. Avenue

Dear Mr. Reed:

As requested, attached is Volkert's CE&I Fee Proposal for Project No. TIGER-FAUP-4917(250) Dr. Martin Luther King Jr. Avenue. Included in the proposal is Volkert's CE&I cost breakdown as well as the cost breakdown for Geotechnical Engineering Testing, Inc.

We look forward to the opportunity of working together. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Joey Fresolone, Volkert
Asst. Vice President

c: File
Enclosure

SUMMARY OF VOLKERT CE&I FEE PROPOSAL TIGER-FAUP-4917(250) DR. MARTIN LUTHER KING JR. AVENUE	
CE&I SERVICES	
SERVICE DESCRIPTION	**TOTAL COST**
Construction, Engineering, Inspection	$1,322,686.84
TOTAL CE&I COST →	**$1,322,686.84**
GEOTECHNICAL SERVICES	
SERVICE DESCRIPTION	**TOTAL COST**
Construction Materials Testing Services	$158,821.00
TOTAL GEOTECHNICAL COST →	**$158,821.00**
TOTAL CE&I AND GEOTECHNICAL COST →	**$1,481,507.84**

TIGER-FAUP-4917(250)
MARTIN LUTHER KING JR. AVENUE

TASK	CONSTRUCTION, ENGINEERING & INSPECTION (CE&I) - MAN-HOUR ESTIMATE						
	CONSTRUCTION INSPECTION (CE&I)	**Senior Project Manager**	**Project Manager**	**Senior Inspectors**	**Inspectors- Level 2**	**Office Managers**	**Administrative Assistant**
389	**Calendar Days**						
G1-1	Conduct and Prepare for Pre-Construction Meeting	20	20				
G1-2	Daily Inspection and Reporting	1556	1556	6224	5446		
G1-3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	44	44				176
G1-4	Prepare Contractor's Pay Estimates					1260	
G1-5	Conduct Final Inspection / Punch List	2	2	2			
G1-6	Prepare As-Builts		8			2	
G1-7	Prepare Project Closeout Documentation	60	120			120	
	TOTAL CONSTRUCTION OBSERVATION (CE&I) MAN-HOURS →	**1682**	**1750**	**6226**	**5446**	**1382**	**176**

TASK	CONSTRUCTION, ENGINEERING & INSPECTION (CE&I) - PROPOSED FEE				
	CONSTRUCTION INSPECTION (CE&I)	**Man-hour**	**Rate**	**COST**	
	Labor Costs				
	Senior Project Manager	1682	$ 62.50	$	105,125.00
	Project Manager	1750	$ 33.00	$	57,750.00
	Senior Inspector	6226	$ 32.00	$	199,232.00
	Inspectors, Level 2	5446	$ 24.00	$	130,704.00
	Senior Office Manager	1382	$ 30.45	$	42,081.90
	Adminstrative Assistant	176	$ 19.95	$	3,511.20
	TOTAL DIRECT LABOR →			**$**	**538,404.10**
	Combined Overhead			117.39%	$632,032.57
	TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				**$1,170,436.67**
	Operating Margin			10.0%	$117,043.67
	FCCM (Direct Labor Only)			0.470%	$2,530.50
	TOTAL LABOR COSTS →				**$1,290,010.84**
	Out of Pocket Costs				
	Travel Expenses (Project office to Project Site) (10 Miles 1-way)	**Trips**	**Miles Round Trip**	**Mileage Rate**	**Mileage Cost**
		2334	20	$ 0.700	$ 32,676.00
	TOTAL OUT OF POCKET COST →			**$**	**32,676.00**
	TOTAL CONSTRUCTION, ENGINEERING, INSPECTION (CE&I) COST →				**$1,322,686.84**

TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO PROVIDE CONSTRUCTION MATERIALS TESTING SERVICES FOR DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16) IN MOBILE, ALABAMA

APRIL 23, 2025

ITEM OF SERVICE	EST. UNITS		UNIT FEE	EST. TOTAL FEE
1. Technician Level V	480	Hours	$ 95.00 /Hr	$ 45,600.00
2. Technician Level V (Overtime)	20	Hours	$ 120.00 /Hr	$ 2,400.00
3. Technician Level IV	400	Hours	$ 84.00 /Hr	$ 33,600.00
4. Technician Level IV (Overtime)	20	Hours	$ 110.00 /Hr	$ 2,200.00
5. Technician Level III	480	Hours	$ 74.00 /Hr	$ 35,520.00
6. Technician Level III (Overtime)	20	Hours	$ 95.00 /Hr	$ 1,900.00
7. Standard Proctor Density	4	Each	$ 160.00 /Ea	$ 640.00
8. Modified Proctor Density	2	Each	$ 350.00 /Ea	$ 700.00
9. Dry Preparation of Soils	6	Each	$ 25.00 /Ea	$ 150.00
10. Sieve Analyses (Hydrometer)	6	Each	$ 150.00 /Ea	$ 900.00
11. Atterberg Limits	6	Each	$ 100.00 /Ea	$ 600.00
12. Topsoil Test	2	Each	$ 200.00 /Ea	$ 400.00
			Subtotal:	$ 124,610.00
1. General project management and report review			10%	$ 12,461.00
2. Technician Supervisor	40	Hours	$ 110.00 /Hr	$ 4,400.00
3. Principal Engineer, P.E.	60	Hours	$ 225.00 /Hr	$ 13,500.00
4. Nuclear Density Gauge	40	Days	$ 30.00 /Day	$ 1,200.00
5. Concrete Cylinders Molds	180	Each	$ 5.00 /Ea	$ 900.00
6. Mileage	2500	Miles	$ 0.70 /Mi	$ 1,750.00
			Total:	$ 158,821.00

Note 1: Technician/Engineer time will be charged portal-to-portal

Note 2: Overtime will include work over 8 hours per day and/or weekends

Note 3: General project management, report review and administration will be charged based upon 10% of field and laboratory testing services performed (Trips to the site by Engineer or Technician Supervisor will be charged based upon hourly rate.

EXHIBIT D:

PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
    - Hard Copy
    - CADD File
    - PDF
- Hard Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- Electronic (Word) copy of the Contract Documents
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

EXHIBIT E:

INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 3809 Moffett Road; P.O. Box 7434 Mobile, AL 36607-0000	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Everest National Insurance Company 10120 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Allied World Surplus Lines Insurance Co 24319 **INSURER E :** Endurance American Specialty Ins Co 41718 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1197077010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A E	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
B	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961222	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Volkert Project #1203960.000 390, Martin Luther King Ave. 2023-2045-01
City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT F:

E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Thomas A. Hand (affiant) who, being duly sworn says as follows:

Chairman/CEO of Volkert, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for Volkert, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Volkert is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

Thomas A. Hand

CEO of Volkert, Inc.

Sworn to and subscribed before me this the 30 day of September 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Landra S. Day

Signature and Seal of Notary Public

STATE OF ALABAMA NOTARY PUBLIC

LANDRA S DAY
My Commission Expires
October 4, 2026

LANDRA S. DAY NOTARY PUBLIC STATE OF ALABAMA

Company ID Number: 105558

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Volkert, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 105558

Approved by:

Employer Volkert, Inc.	
Name (Please Type or Print) Holly W Gibney	Title
Signature Electronically Signed	Date 03/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2008

Company ID Number: 105558

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Volkert, Inc.
Company Facility Address	11 N Water Street Suite 18290 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630247014
North American Industry Classification Systems Code	541
Parent Company	Volkert, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22 site(s)

Company ID Number: 105558

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	5
FL	2
GA	2
IL	1
LA	3
MS	1
NC	1
TN	2
TX	4
VA	1

Company ID Number: 105558

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Gibney
Phone Number	251-342-1070
Fax	833-790-3074
Email	holly.gibney@volkert.com

From: Maynard, Suntrease
To: Reed, Cody
Subject: Your Legal Request is Complete - We"d Love Your Feedback!
Date: Thursday, September 18, 2025 11:43:09 AM

Great news, Cody! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: https://wkf.ms/3U6xm1a

Please enter the following short code when prompted: A25-0705

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:
Attorney Assigned: Victoria Shoots
Request Type:Contract
If other:
Request Details: Re-review of CE&I contract with consultant edits
Priority: Moderate
Date Entered:September 9th 2025 11:01
Proposed Due Date: September 15th 2025

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
John Forrester, City Engineer
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Sandy Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Accept temporary construction easements for the Project # 2024-3005-19-Misc Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue. (City of Mobile Annual Storm Drain Maintenance)

Amount of Contract:
0

Funding Source
NA

ATTACHMENTS:
1. ResolutionTCE Port City
2. Executed Easement

REVIEWERS:
Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

2025

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following temporary construction easement for the Project Number 2024-3005-19, Miscellaneous Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue:

1. Temporary Construction Easement from Port City Cleaners, Inc., 662 South Wilson Avenue.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____
City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 7th day of October, 2025, PORT CITY CLEANERS, INC., an Alabama corporation (hereinafter "Grantor"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

W I T N E S S E T H:

That the Grantor is the owner of the real property located at 662 South Wilson Avenue; Mobile, Alabama 36610.

That the Grantor, in consideration of the sum of ONE DOLLAR and 00/100's ($1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, does hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for **Project Number 2024-3005-19, Miscellaneous Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue**, said easement being on and across the lands described in **Exhibit A and Exhibit B** attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was

on the date work started on the above-described property. And for and in consideration of the above, Grantors hereby release Grantee from all consequential damages, present or prospective to the property of Grantors, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 7th day of October, 2025.

Mary Jo Knott

PORT CITY CLEANERS, INC.
Name: Mary Jo Knott
Title: Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, Rhonda D. Lewis, the undersigned Notary Public in and for said County, in said State, hereby certify that Mary Jo Knott whose name as Owner of PORT CITY CLEANERS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 7th day of October, 2025.

(NOTARIAL SEAL)

Rhonda D. Lewis

NOTARY PUBLIC
My Commission Expires: 3-13-29

This instrument prepared by:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Grantee:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

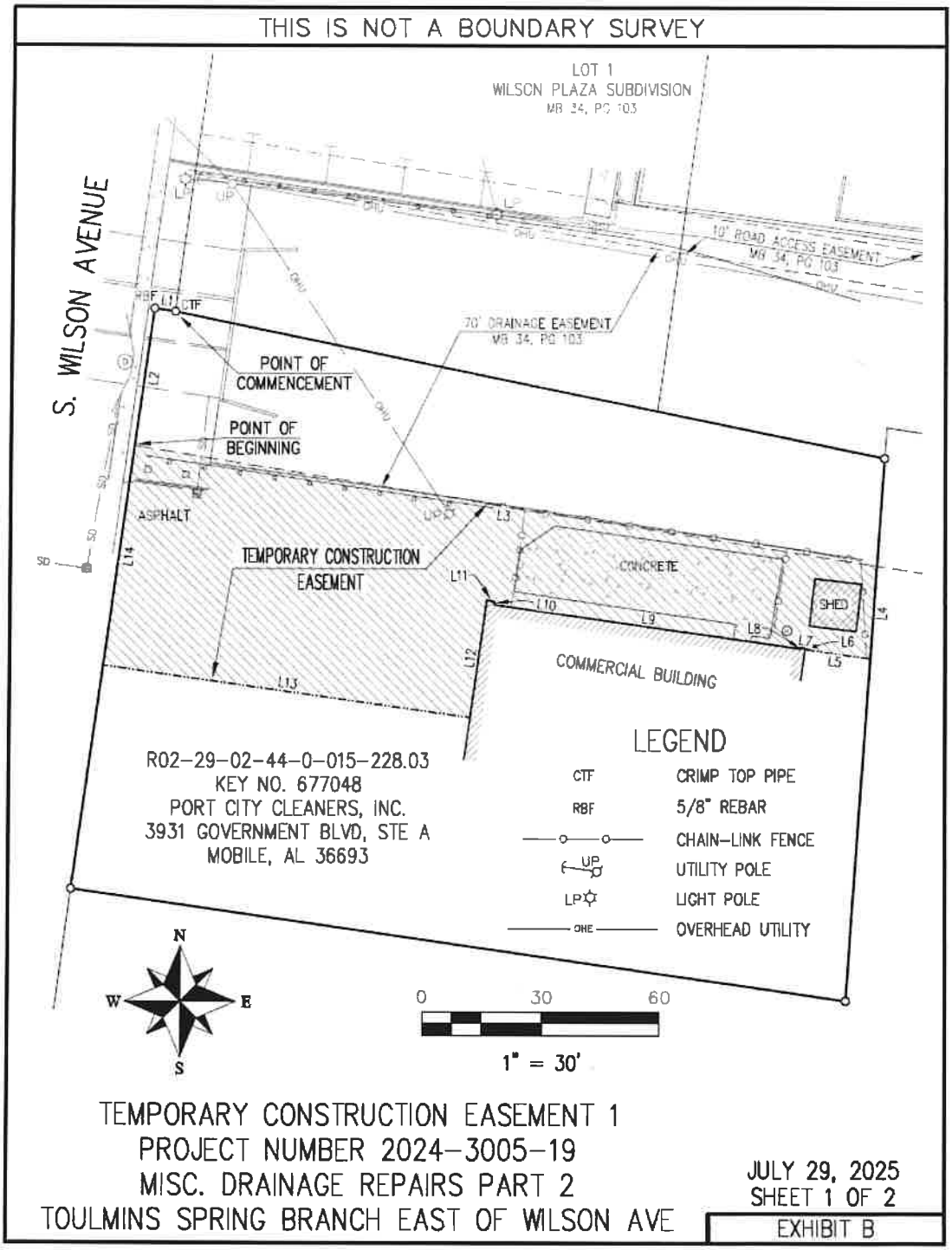
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

Commencing at a crimp top pipe at the southwest corner of Lot 1, Wilson Plaza Subdivision, as recorded in Map Book 34, Page 103 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 81°13'27" West along the east right-of-way line of S. Wilson Avenue (variable row width) a distance of 5.31 feet to a 5/8" rebar; thence run South 07°50'25" West along said east right-of-way line a distance of 34.98 feet to the south line of an existing 70' Drainage Easement (MB 34, PG 103) and the Point of Beginning of the following described Temporary Construction Easement; thence run South 80°55'44" East along the south line of said existing 70' drainage easement a distance of 191.00 feet; thence run South 04°02'34" West a distance of 23.48 feet; thence run North 81°57'28" West a distance of 16.70 feet to the face of a building; thence run North 08°02'32" East along said building face a distance of 0.26 feet; thence run North 80°38'50" West along said building face a distance of 1.29 feet; thence run South 05°58'19" West along said building face a distance of 0.29 feet; thence run North 81°57'28" West along said building face a distance of 78.42 feet; thence run North 08°02'32" East along said building face a distance of 0.84 feet; thence run North 79°08'45" West along said building face a distance of 2.01 feet; thence run South 07°56'13" West along said building face a distance of 30.00 feet; thence run North 82°03'47" West a distance of 94.06 feet to the east right-of-way line of said S. Wilson Avenue; thence run North 07°50'25" East along said east right-of-way line a distance of 56.08 feet to the Point of Beginning. The described Temporary Construction Easement contains 7,558 square feet, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION



THIS IS NOT A BOUNDARY SURVEY

LINE	BEARING	DISTANCE
L1	N81°13'27"W	5.31'
L2	S07°50'25"W	34.98'
L3	S80°55'44"E	191.00'
L4	S04°02'34"W	23.48'
L5	N81°57'28"W	16.70'
L6	N08°02'32"E	0.26'
L7	N80°38'50"W	1.29'
L8	S05°58'19"W	0.29'
L9	N81°57'28"W	78.42'
L10	N08°02'32"E	0.84'
L11	N79°08'45"W	2.01'
L12	S07°56'13"W	30.00'
L13	N82°03'47"W	94.06'
L14	N07°50'25"E	56.08'

TEMPORARY CONSTRUCTION EASEMENT 1
PROJECT NUMBER 2024-3005-19
MISC. DRAINAGE REPAIRS PART 2
TOULMINS SPRING BRANCH EAST OF WILSON AVE

JULY 29, 2025
SHEET 2 OF 2
EXHIBIT B

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approval requested for petition to revoke business license at 1608 St. Stephens Road / Phat Tuesday's

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 1 CITY OF MOBILE - resolution
2. 2 Hearing Request Phat Tuesday
3. 3 NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL v2_ (002)
4. 4 EXHIBIT A Chronological list
5. 5 Vegliacich Affirmation
6. 6 Vegliacich Affidavit
7. 7 Business Entity Records _ Alabama Secretary of State
8. 8 Sec of State Articles of Incorporation
9. 9 City Business License
10. Call for ph_Phat Tuesday
11. Phat Tuesday_SIGNED Affirmation of Issued Notice

REVIEWERS:
Lana Gauthier
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

A RESOLUTION OF THE CITY COUNCIL OF MOBILE REGARDING THE REVOCATION OR SUSPENSION OF THE CITY BUSINESS LICENSE OF PHAT TUESDAY SPORTS BAR, LLC

WHEREAS the City Council of Mobile is empowered under Mobile City Code §34-64(a)–(b) to revoke, suspend, or refuse renewal of any business license issued by the City when the licensee, its agents, or employees violate provisions of the City Code or state law relating to the licensed business; and

WHEREAS proper written notice of a public hearing, as required by §34-64(c), was issued to Phat Tuesday Sports Bar, LLC, c/o Robert L. King, III, registered agent/member, on September 12, 2025; WITH SERVICE AFFIRMED BY City staff; and

WHEREAS on September 23, 2025, the Council held a duly noticed public hearing to consider the proposed revocation or suspension of the City business license for Phat Tuesday Sports Bar, LLC, 1608 St. Stevens Road, Mobile, Alabama 36603; and

WHEREAS the Council reviewed the Chronological Incident Index (Exhibit A) documenting violations, arrests, and public-safety issues from January 2022 through August 2025, heard testimony from City staff, law-enforcement officers, and other witnesses, and received evidence offered by or on behalf of the licensee.

FINDINGS OF FACT

After considering all evidence, the City Council finds:

1. **Alcohol violations:** On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

2. **Controlled substances:** Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

3. **Weapons and violence:** Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

4. **Search warrant & arrest:** On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

5. **Illegal gambling devices:** Gambling machines were documented and seized during operations, including on April 26, 2022.

6. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2).

CONCLUSIONS OF LAW

- The above Findings constitute grounds under Mobile City Code §34-64(a) for revocation or suspension of the business license of Phat Tuesday Sports Bar, LLC.

- The Council further concludes, pursuant to §34-64(e)(2), that operation of the business at 1608 St. Stephens Road has created circumstances detrimental to the public health, safety, and welfare and, therefore, warrants the premises-based restrictions provided in that section.

ORDER

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mobile:

1. The City business license of Phat Tuesday Sports Bar, LLC, License No. 94813, for operation at 1608 St. Stephens Road, Mobile, Alabama, is hereby:

   ☐ **REVOKED**, effective immediately upon adoption of this Resolution;

   ☐ **SUSPENDED** for a period of [__] months beginning [date], with reinstatement conditioned on [security plan / hours / cameras / compliance training];

   ☐ **NON-RENEWED**, effective [date].

2. Pursuant to §34-64(e)(1), no new business license shall be issued to the licensee or its affiliates for twelve (12) months following revocation/suspension.

3. Pursuant to §34-64(e)(2), no new license shall be issued for the operation of the same or similar business at the premises for twelve (12) months from the effective date.

4. The licensee shall cease all business operations requiring a City license as of the effective date and shall surrender the license certificate to the Revenue Department within 24 hours.

5. Operating without a valid license after revocation or during suspension may result in citation, injunction, or other enforcement as allowed by law.

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCILOF THE CITY OF MOBILE that the license of the business **PHAT TUESDAY SPORTS BAR. LLC** is hereby revoked.

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above.

ATTEST:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 18, 2025

TO: Lisa Lambert, City Clerk

FROM: Cherlina Montero, Assistant City Attorney
Chief - Civil Division

RE: Business License Revocation and/or Suspension Hearing Request

Please place the following notice on the City Council Agenda for Tuesday September 23, 2025.

A PUBLIC HEARING TO DETERMINE IF ACTIVITIES ARSING OUT OF BUSINESS Phat Tuesday Sports Bar, LLC, 1608 ST STEPHENS RD. MOBILE, AL. 36603 OWNED BY ROBERT L. KING AS MEMBER HAS LED TO OR RESULTED IN THE CREATION OF A PUBLIC NUISANCE OR LEAD TO CIRCUMSTANCES THAT ARE DETRIMENTAL TO THE PUBLIC SAFTY AND WELFARE AS SET FORTH IN CITY OF MOBILE MUNICIPAL CODE CHAPTER 34 ARTICLE 4 SECTION 34-64

Phat Tuesday Sports Bar, LLC

CPM/tcl

STATE OF ALABAMA

CITY OF MOBILE

NOTICE OF INTENT
TO REVOKE CITY BUSINESS LICENSE

Date: September 12, 2025

VIA: Hand Delivery
TO: Phat Tuesday Sports Bar, LLC
c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.
Mailing Address of Record: 1608 ST STEPHENS RD. MOBILE, AL. 36603
Premises Address: 1608 ST STEPHENS RD., MOBILE, AL. 36603
Entity ID Number: 000-002-641

RE: NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL — Proposed Revocation and/or Suspension of City Business License for Phat Tuesday Sports Bar, LLC at 1608 ST STEPHENS RD., MOBILE, AL. 36603

Authority

This hearing is held under Mobile City Code §34-64, which authorizes the City Council to revoke, suspend, or refuse renewal of a business license for violations of City Code/ordinances or state law relating to the business, and for other causes specified in §34-64(a)–(b).

Time and Place of Hearing (Mobile Code §34-64(c))

- **Date/Time: September 23, 2025 at 10:30 am**
- **Location:** Auditorium of Mobile Government Plaza, 200 Government Street, Mobile, AL. 36602
- **Hearing Body:** City Council of Mobile

Grounds

The City proposes **revocation and or suspension** based on the following, each relating to operations at 1608 ST STEPHENS RD. MOBILE, AL. 36603 (see **Exhibit A – Chronological Incident Index**

Your Rights (Mobile Code §34-64(c))

At the hearing, the Council **shall hear all evidence** offered by any party bearing on the question of **revocation, suspension, or refusal of renewal**. You may:

- Appear personally and/or by counsel,
- Present documents and witnesses, and
- Cross-examine witnesses.

Potential Outcomes (Mobile Code §34-64(d)–(e))

- **Suspension** for up to **12 months** (≤6 months for inadvertent/quickly correctable violations), with possible **conditions** for reinstatement.
- **Revocation**, with a **12-month bar** on new licenses to the licensee/affiliates and, upon applicable findings under §34-64(e)(2)(a)–(e), a **12-month bar** on any **same/similar business at the premises**.
- **Non-renewal** upon the same grounds as revocation/suspension.

Contact:

Cherlina P. Monteiro
Chief Assistant City Attorney
Civil Division
P. O. Box 1827
Mobile, AL 36633-1827
251-510-8167 - direct line
cherlina@cityofmobile.org

Enclosures: Exhibit A (Chronological Incident Index); Copies of Mobile Code §34-64.

EXHIBIT A

Chronological list of documented issues, violations, arrests, and related activity at 1608 St. Stephens Road ("Phat Tuesday Sports Bar LLC."),

2022

- **01/06/2022 – Theft of Property**
  - Case: M222-01-00658
  - Victim's purse, credit cards, and pistol stolen from restroom.
  - Disposition: Report taken

- **02/07/2022 – Vehicle Burglary**
  - Case: M222-02-00710
  - Suspect on video entering car, stole 9mm handgun, entered club.
  - Disposition: Report
  .
- **02/09/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-01023
  - MPD Narcotics/CI bought 2.6g marijuana from unknown Black male.
  - Disposition: Evidence seized
  .
- **02/14/2022 – Disorderly Female**
  - Case: M222-02-01544
  - Irate subject removed; transported to Metro Jail

- **02/17/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02080
  - 1.0g marijuana purchased by CI
  .
- **02/20/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02447 – 1.7g marijuana purchased
  .
- **03/11/2022 – Controlled Buy (Marijuana)**
  - Case: M222-03-01317 – 3g marijuana purchased from "DJ"

- **03/17/2022 – Gambling & Drug Buy**
  - Cases: M222-03-02198 / M222-03-02201
  - UC played gambling machine ($20→$25 cash-out); CI bought 1g marijuana from bartender "Yolanda."

- **03/19/2022 – Gun Complaint/Drug Arrest**
  - Case: M222-03-02356
  - Two subjects arrested for marijuana/controlled substances after pursuit

.

- **03/20/2022 – Controlled Buy**
  - Case: M222-03-02558 – 2.6g marijuana from DJ

.

- **03/31/2022 – Controlled Buy & Gambling**
  - Cases: M222-03-04032 (3.2g from DJ Davey Richardson); M222-04-00045 (gambling machine)

.

- **04/03/2022 – Marijuana Buy & Gambling**
  - Cases: M222-04-00362 (1.1g marijuana); M222-04-00363 (gambling machine)

.

- **04/03/2022 – Shots Fired at Club**
  - Case: M222-04-00260 – Vehicle and club struck; suspect fled

.

- **04/26/2022 – Search Warrant (SWAT/K9)**
  - Case: M222-04-03281
  - Seized: gambling devices, handgun, $5,535, Alprazolam, marijuana.
  - Arrests: Richard Johnson (gambling, pistol by forbidden person); Abbie Perry (marijuana, controlled substance)

.

- **11/21/2022 – Sexual Assault Report**
  - Case: M222-11-02443 – Victim declined charges 12/06/22

.

- **12/03/2022 – Shooting (2 Victims)**
  - Case: M222-12-00310 – One victim critically injured

2023

- **02/06/2023 – Weapons Arrest**
  - Case: M223-02-00563 – Two suspects arrested, guns found

.

- **05/22/2023 – Large Fight in Club**
  - Case: M223-05-02570 – Subjects dispersed; no arrests

.

- **09/10/2023 – Vehicle Vandalism**
  - Case: M223-09-00985

.

- **10/21/2023 – Vehicle Damaged in Shooting**
  - Case: M223-10-02349

.

- **10/22/2023 – Disorderly w/ Handgun**
  - Case: M223-10-02450 – Two arrested

2024

- **11/17/2024 – Robbery/Disorderly**
  - Case: M224-11-01767
  .
- **11/29/2024 – Vandalism During Fight**
  - Case: M224-11-02958
  .
- **12/22/2024 – Stabbing with Bottle**
  - Case: M224-12-02351 – Victim lacerated

2025

- **01/01/2025 – Shooting Victim**
  - Case: M225-01-00016 – Victim shot at club, transported by POV
- **02/09/2025 – Armed Altercation**
  - Case: M225-02-00845 – AR-15 seized; suspect arrested
  .
- **04/04/2025 – Shots Fired (Casings Found)**
  - Case: M225-04-00401
  .
- **06/01/2025 – Altercation & Drug Arrest**
  - Cases: M225-06-00016 (marijuana & gun; arrest); M225-06-00018 (shooter arrested)
  .
- **06/04/2025 – Controlled Buy (Bartender "Keke")**
  - Case: M225-07-02435
  .
- **06/15/2025 – Physical Altercation**
  - Case: M225-06-01597 – Pepper spray used; no arrests
  .
- **07/02/2025 – Marijuana Buy (Keaira McMillian)**
  - Case: M225-07-00245
  .
- **07/05/2025 – Vehicle Investigation (Weapons)**
  - Case: M225-07-00439 – Arrest; 2 handguns seized
  .
- **07/23/2025 – Marijuana Buy (CW)**
  - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
  .
- **07/26/2025 – After-Hours Alcohol Sale**

    - Case: M225-07-02435 – Alcohol sold ~2:18am

.

- **08/06/2025 – After-Hours Alcohol Sales**
    - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed

.

- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
    - Case: M225-07-02435 – Sunday alcohol sale; citation issued

.

- **08/10/2025 – Controlled Buy (Marijuana)**
    - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian

.

- **08/14/2025 – Search Warrant (Handgun Seized)**
    - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)

.

- **08/17/2025 – Parking Tickets (9 Issued)**
    - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls

.

- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

Affirmation of Issued Notice

September 12, 2025

State of Alabama
County of Mobile

Subject Business: Phat Tuesday Sports Bar, LLC
4608 St. Stephens Road
Mobile, AL 36603

My name and official title is SGT NICK VEGLIACICH. I can be reached at the phone number 251-208-7980 or by email address NICK.VEGLIACICH@CITYOFMOBILE.ORG

I affirm that Written Notice as required by City Code section 34-64 (c) Notice of Hearing on Revocation and/or Suspension of Business License has been issued to Robert L. King, III as registered agent/member of Phat Tuesday Sports Bar, LLC.

I hereby state that the information above is true, to the best of my knowledge, I also confirm the information here is both accurate and complete, and relevant information has not been omitted.

SGT N Vegliacich
Signature Of Officer

Robert L. King, III

Richard Johnson

MOBILE
ALABAMA

STATE OF ALABAMA

CITY OF MOBILE

NOTICE OF INTENT TO REVOKE CITY BUSINESS LICENSE

Date: September 12, 2025

VIA: Hand Delivery
TO: Phat Tuesday Sports Bar, LLC
c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.
Mailing Address of Record: 1608 ST STEPHENS RD. MOBILE, AL. 36603
Premises Address: 1608 ST STEPHENS RD., MOBILE, AL. 36603
Entity ID Number: 000-002-641

RE: NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL — Proposed Revocation and/or Suspension of City Business License for Phat Tuesday Sports Bar, LLC at 1608 ST STEPHENS RD., MOBILE, AL. 36603

Authority

This hearing is held under Mobile City Code §34-64, which authorizes the City Council to revoke, suspend, or refuse renewal of a business license for violations of City Code/ordinances or state law relating to the business, and for other causes specified in §34-64(a)–(b).

Time and Place of Hearing (Mobile Code §34-64(c))

- **Date/Time: September 23, 2025 at 10:30 am**
- **Location:** Auditorium of Mobile Government Plaza, 200 Government Street, Mobile, AL. 36602
- **Hearing Body:** City Council of Mobile

Grounds

The City proposes **revocation and or suspension** based on the following, each relating to operations at 1608 ST STEPHENS RD. MOBILE, AL. 36603 (see **Exhibit A – Chronological Incident Index**

Your Rights (Mobile Code §34-64(c))

At the hearing, the Council **shall hear all evidence** offered by any party bearing on the question of **revocation, suspension, or refusal of renewal**. You may:

- Appear personally and/or by counsel,
- Present documents and witnesses, and
- Cross-examine witnesses.

Potential Outcomes (Mobile Code §34-64(d)–(e))

- **Suspension** for up to **12 months** (≤6 months for inadvertent/quickly correctable violations), with possible **conditions** for reinstatement.
- **Revocation**, with a **12-month bar** on new licenses to the licensee/affiliates and, upon applicable findings under §34-64(e)(2)(a)–(e), a **12-month bar** on any **same/similar business at the premises**.
- **Non-renewal** upon the same grounds as revocation/suspension.

Contact:

Cherlina P. Monteiro
Chief Assistant City Attorney
Civil Division
P. O. Box 1827
Mobile, AL 36633-1827
251-510-8167 - direct line
cherlina@cityofmobile.org

Enclosures: Exhibit A (Chronological Incident Index); Copies of Mobile Code §34-64.

EXHIBIT A

Chronological list of documented issues, violations, arrests, and related activity at 1608 St. Stephens Road ("Phat Tuesday Sports Bar LLC."),

2022

- **01/06/2022 – Theft of Property**
  - Case: M222-01-00658
  - Victim's purse, credit cards, and pistol stolen from restroom.
  - Disposition: Report taken

- **02/07/2022 – Vehicle Burglary**
  - Case: M222-02-00710
  - Suspect on video entering car, stole 9mm handgun, entered club.
  - Disposition: Report

- **02/09/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-01023
  - MPD Narcotics/CI bought 2.6g marijuana from unknown Black male.
  - Disposition: Evidence seized

- **02/14/2022 – Disorderly Female**
  - Case: M222-02-01544
  - Irate subject removed; transported to Metro Jail

- **02/17/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02080
  - 1.0g marijuana purchased by CI

- **02/20/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02447 – 1.7g marijuana purchased

- **03/11/2022 – Controlled Buy (Marijuana)**
  - Case: M222-03-01317 – 3g marijuana purchased from "DJ"

- **03/17/2022 – Gambling & Drug Buy**
  - Cases: M222-03-02198 / M222-03-02201
  - UC played gambling machine ($20→$25 cash-out); CI bought 1g marijuana from bartender "Yolanda."

- **03/19/2022 – Gun Complaint/Drug Arrest**
  - Case: M222-03-02356
  - Two subjects arrested for marijuana/controlled substances after pursuit

- **03/20/2022 – Controlled Buy**
  - Case: M222-03-02558 – 2.6g marijuana from DJ
- **03/31/2022 – Controlled Buy & Gambling**
  - Cases: M222-03-04032 (3.2g from DJ Davey Richardson); M222-04-00045 (gambling machine)
- **04/03/2022 – Marijuana Buy & Gambling**
  - Cases: M222-04-00362 (1.1g marijuana); M222-04-00363 (gambling machine)
- **04/03/2022 – Shots Fired at Club**
  - Case: M222-04-00260 – Vehicle and club struck; suspect fled
- **04/26/2022 – Search Warrant (SWAT/K9)**
  - Case: M222-04-03281
  - Seized: gambling devices, handgun, $5,535, Alprazolam, marijuana.
  - Arrests: Richard Johnson (gambling, pistol by forbidden person); Abbie Perry (marijuana, controlled substance)
- **11/21/2022 – Sexual Assault Report**
  - Case: M222-11-02443 – Victim declined charges 12/06/22
- **12/03/2022 – Shooting (2 Victims)**
  - Case: M222-12-00310 – One victim critically injured

2023

- **02/06/2023 – Weapons Arrest**
  - Case: M223-02-00563 – Two suspects arrested, guns found
- **05/22/2023 – Large Fight in Club**
  - Case: M223-05-02570 – Subjects dispersed; no arrests
- **09/10/2023 – Vehicle Vandalism**
  - Case: M223-09-00985
- **10/21/2023 – Vehicle Damaged in Shooting**
  - Case: M223-10-02349
- **10/22/2023 – Disorderly w/ Handgun**
  - Case: M223-10-02450 – Two arrested

2024

- **11/17/2024 – Robbery/Disorderly**
  - Case: M224-11-01767
- **11/29/2024 – Vandalism During Fight**
  - Case: M224-11-02958
- **12/22/2024 – Stabbing with Bottle**
  - Case: M224-12-02351 – Victim lacerated

2025

- **01/01/2025 – Shooting Victim**
  - Case: M225-01-00016 – Victim shot at club, transported by POV
- **02/09/2025 – Armed Altercation**
  - Case: M225-02-00845 – AR-15 seized; suspect arrested
- **04/04/2025 – Shots Fired (Casings Found)**
  - Case: M225-04-00401
- **06/01/2025 – Altercation & Drug Arrest**
  - Cases: M225-06-00016 (marijuana & gun; arrest); M225-06-00018 (shooter arrested)
- **06/04/2025 – Controlled Buy (Bartender "Keke")**
  - Case: M225-07-02435
- **06/15/2025 – Physical Altercation**
  - Case: M225-06-01597 – Pepper spray used; no arrests
- **07/02/2025 – Marijuana Buy (Keaira McMillian)**
  - Case: M225-07-00245
- **07/05/2025 – Vehicle Investigation (Weapons)**
  - Case: M225-07-00439 – Arrest; 2 handguns seized
- **07/23/2025 – Marijuana Buy (CW)**
  - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
- **07/26/2025 – After-Hours Alcohol Sale**

- Case: M225-07-02435 – Alcohol sold ~2:18am

- **08/06/2025 – After-Hours Alcohol Sales**
  - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed

- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
  - Case: M225-07-02435 – Sunday alcohol sale; citation issued

- **08/10/2025 – Controlled Buy (Marijuana)**
  - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian

- **08/14/2025 – Search Warrant (Handgun Seized)**
  - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)

- **08/17/2025 – Parking Tickets (9 Issued)**
  - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls

- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

(See consolidated binder)

Affirmation of Service of Notice of Hearing

City Code § 34-64(c) — Revocation/Suspension of Business License

State of Alabama
County of Mobile

Subject Business: Phat Tuesday's Sports Bar, LLC
Business Location: 1608 St. Stephens Road, Mobile, AL 36603
Mailing Address (if different): 73 Acacia St., Mobile, AL 36607-2610

Affiant (Server): Sgt. Nick Vegliacich, Mobile Police Department
Phone: 251-208-7211 Email: nick.vegliacich@cityofmobile.org

Document Served

Notice of Hearing on Revocation and/or Suspension of Business License (City Code § 34-64(c)), with exhibit list and draft council resolution (collectively, "Notice").

Method, Date, Time, and Place of Service

- **Method:** Personal, in-hand delivery
- **Date:** September 12, 2025
- **Time:** 4:00pm (CDT)
- **Location:** 1608 St. Stephens Road, Mobile, AL 36603

Person Served and Capacity

- **Name:** Richard Johnson
- **Capacity:** On-site **general manager/managing agent** for Phat Tuesday's Sports Bar, LLC

Basis for Capacity (Affiant's Knowledge)

I have personally been present at the premises on multiple occasions in my official duties as a Mobile Police Department officer. I have observed Richard Johnson **in charge of the business operations**, directing staff, controlling access, and handling managerial functions. On September 12, 2025, he was acting in that role and accepted service. Based on my personal observations, I affirm he is a **managing or general agent** authorized to receive service for the LLC under **Ala. R. Civ. P. 4(c)(6)**.

Affiant Statement

I affirm that I personally served the Notice described above on the person and at the time and place stated. The foregoing is true and correct to the best of my knowledge, information, and belief.

Date: 9/18/25

Signature: _____
Sgt. Nick Vegliacich, Mobile Police Department

State of Alabama }

County of _____ }

I, the undersigned notary public, in and for said State and County, hereby certify that **Sgt. Nick Vegliacich**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18 day of September, 2025.

T Maria Locke
Notary Public

Print Tamarisz Locke

My commission expires: May 2029

STATE OF ALABAMA NOTARY PUBLIC
T MARIA LOCKE
My Commission Expires
May 30, 2029

(Seal)

Phat Tuesday Sports Bar, LLC	
Entity ID Number	000-002-641
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/07/2011
Registered Agent Name	KING, ROBERT L III
Registered Office Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Registered Office Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Nature of Business	SPORTS BAR
Members	
Member Name	KING, ROBERT L III
Member Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Member Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Transactions	
Transaction Date	11/26/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	11/26/2012
Director/Manager/Organizer Activity	JOHNSON, TARRANCE
Transaction Date	11/26/2012
Registered Agent Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	12/21/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Transaction Date	12/21/2012

Phat Tuesday Sports Bar, LLC	
Incorporator/Member/Partner Activity	KING, ROBERT L III
Transaction Date	12/21/2012
Registered Agent Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/10/2011 Certificate of Formation 2 pgs.
Document Date / Type / Pages	11/29/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/28/2012 Articles of Amendment 2 pgs.

Browse Results New Search

2011007953 Book-6748 Page-1697
Total Number of Pages: 2

Alabama
Sec. Of State
New Entity DLL
002-641 2/10/2011
Date 17:00
Time 2 Pg
110225
File $100.00
Ackn $.00
Exp $.00
Total $100.00
01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:
STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, L.L.C OR L.L.C.
STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE L.L.C'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS $40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:
Phat Tuesday Sports Bar, LLC
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual.

Article III The Limited Liability Company has been organized for the following purpose(s):
Sports Bar

Article IV The **street address** (NO PO BOX) of the registered office: 119 Dauphin St Mobile, Al 36602 and the name of the registered agent at that office: Tarrance Johnson

Article V The **names** and **addresses** of the initial member(s), and organizer (if any):
Tarrance Johnson
5205 Mickey Dr. Mobile Al 36618
(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on this the Feb day of 03, 20 11.

THIS DOCUMENT PREPARED BY:
Tarrance Johnson
5205 Mickey Dr
Mobile, Al 36618

Tarrance Johnson
Signature of Member/Organizer

DLL 1.1 Rev. 6/2001

State of Alabama-Mobile County
I certify this instrument was filed on:
February 7, 2011 @ 9:28:08 AM

RECORDING FEE	$51.00
S.R. FEE	$2.00
TOTAL AMOUNT	$53.00

2011007953
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date 2-7-11

Alabama
Sec. Of State

New Entity
002-641 DLL
Date 2/10/2011
Time 17:00
110225 2 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2012073964 Book-6969 Page-1390
Total Number of Pages: 2

State of Alabama-Mobile County
I certify this instrument was filed on:
December 21, 2012 @ 9:35:14 AM

RECORDING FEE	$25.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$28.00

2012073964
Don Davis, Judge of Probate

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization: Phat Tuesday Sports Bar LLC
2. The date the Certificate of Formation was filed in the county: 12/21/12 (format MM/DD/YYYY)
3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Tarrance Johnson
5205 Mickey Dr
Mobile, AL 36618

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 12/28/2012
Time 17:00
130604 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

01/061

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: Mobile County November 26, 2012

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 12/21/12 (format MM/DD/YYYY):

Correct amendment to article of organization Robert L King III Sole member of Phat Thursday Sport Bar LLC - Registered agent Robert L King III Registered office Address 1608 St Stephens Rd. Mobile 36605

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

12/21/12
Date (MM/DD/YYYY)

Tarrance Johnson / Robert L King
Signature as required by 10A-5-2.04

Tarrance Johnson / ROBERT L. KING III
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature
Joe McEachern, Jr. Chief Clerk
Date 12/21/12

2012068247 Book-6959 Page-723
Total Number of Pages: 2

State of Alabama-Mobile County
I certify this instrument was filed on:
November 26, 2012 @ 9:33:28 AM

RECORDING FEE	$25.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$28.00

2012068247
Don Davis, Judge of Probate

(For County Probate Office Use Only)

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:
   Phat Tuesday Sports Bar LLC
2. The date the Certificate of Formation was filed in the county: 11/26/2012 (format MM/DD/YYYY)
3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Tarrance Johnson
5205 Mickey Dr.
Mobile, AL 36618

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 11/29/2012
Time 17:00
130521 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

04/049

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: _____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 11/26/2012 (format MM/DD/YYYY):

I Tarrance Johnson remove myself from Phat Tuesdays Sports Bar LLC. from organizer and member. Also address thats on file to be change to 1608 St Stephens Rd from 119 Dauphin St. Mobile, Al.

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

11/26/2012
Date (MM/DD/YYYY)

Tarrance Johnson / Robert L. Knight
Signature as required by 10A-5-2.04

Tarrance Johnson / Robert L. Knight
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date 11/26/12

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

PHAT TUESDAY SPORTS BAR T2
1608 ST STEPHENS ROAD
MOBILE AL 36603

YEAR	LICENSE NO.
2025	94813
ISSUED	**EXPIRES**
3/2/2025	12/31/2025

722412 ALCOHOL - LOUNGE RETAIL LIQUOR- CLASS I
722410 ALCOHOLIC BEVERAGES-RETAIL-DRINKING ESTABLISHMENTS

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

PHAT TUESDAY SPORTS BAR
73 ACACIA ST
MOBILE, AL 36607-2610

1 T2 P170 153095

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE REVOCATION OF THE BUSINESS LICENSE OF ROBERT L. KING, D/B/A PHAT TUESDAY SPORTS BAR FOR VIOLATING THE LAWS AND ORDINANCES OF THE CITY OF MOBILE, ALABAMA

FINDINGS.

1. On March 2nd, 2025, Phat Tuesday Sports Bar was re-issued a business license to operate a drinking establishment at 1608 St. Stephens Road, a location within the corporate limits of the city.

2. On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

3. Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

4. Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

5. On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

6. Gambling machines were documented and seized during operations, including on April 26, 2022.

7. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2):

> No new license shall be issued for a period of twelve (12) months for the operation or conduct of any business that is the same, or of similar nature, as that engaged in by the licensee at the premises or location at which the licensee conducted such business if the revocation or non-renewal of the license is based, in whole or in part, on:

a. A finding that the operation of such business at such premises or location has led to or resulted in the creation of a nuisance; or

b. A finding that the operation of such business at such premises or location has created, caused or led to circumstances that are detrimental to adjacent residential neighborhoods; or

c. A finding that the operation of such business at such premises or location has created, caused, or led to circumstances that are detrimental to the public health, safety or welfare; or

d. A finding that the operation of such business at such premises or location has resulted in a violation of applicable zoning restrictions or regulations; or

e. A finding that the licensee, his agent, servant or employee has permitted or suffered to allow habitual conduct which violates applicable state laws or regulations or city ordinances relating to the business for which such license is issued.

8. Section 34-64 of the City Code provides:

> Any lawful license issued to any person to conduct any business shall be subject to revocation or suspension by the city council for the violation by the licensee, his agent, servant, or employee, of any provision of this Code or of any ordinance of the city, or any statute of the state relating to the business for which such license is issued; and shall also be subject to revocation or suspension by the council if the licensee, his agent, servant, or employee, under color of such license violates or aids or abets in violating or knowingly permits or suffer to be violated any penal ordinance of the city or any criminal law of the state; and shall also be subject to revocation or suspension by the council if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama as follows:

9. That there is reasonable cause to believe that Robert L. King is operating a business that has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2);

10. That this matter is hereby set for a hearing to consider the revocation of said license on October 14th, 2025, at 10:30 a.m. in the Council Chambers located at 205 Government Street, Mobile, Alabama;

11. That a copy of this Resolution shall be personally served upon the licensee not less than 10 days before the date set for the hearing;

12. That on the date appointed for the hearing, the council shall hear all evidence offered by any party and consider all evidence that may be presented bearing upon the question of revocation of the license; and

13. That following the hearing the council will render a decision on the proposed revocation in accordance with Chapter 34 of the City Code.

Adopted:

_____

City Clerk

==========

RETURN OF SERVICE

I, _____, do hereby certify that I personally served a copy of the forgoing Resolution upon Robert L. King at _____ on this the ___ day of _____, 2025.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

Affirmation of Issued Notice

September 12, 2025

State of Alabama
County of Mobile

Subject Business: Phat Tuesday Sports Bar, LLC
4608 St. Stephens Road
Mobile, AL 36603

My name and official title is Terrell Washington - Municipal Enforcement Officer I. I can be reached at the phone number 251-208-7977 or by email address Washington@cityofmobile.org

I affirm that Written Notice as required by City Code section 34-64 (c) Notice of Hearing on Revocation and/or Suspension of Business License has been issued to Robert L. King, III as registered agent/member of Phat Tuesday Sports Bar, LLC, or as per Rule 4, for an LLC.

I hereby state that the information above is true, to the best of my knowledge, I also confirm the information here is both accurate and complete, and relevant information has not been omitted.

CEO

Signature

RICHARD JOHNSON

Robert L. King, III (print name if other)

or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama as follows:

9. That there is reasonable cause to believe that Robert L. King is operating a business that has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2);

10. That this matter is hereby set for a hearing to consider the revocation of said license on October 14th, 2025, at 10:30 a.m. in the Council Chambers located at 405 Government Street, Mobile, Alabama;

11. That a copy of this Resolution shall be personally served upon the licensee not less than 10 days before the date set for the hearing;

12. That on the date appointed for the hearing, the council shall hear all evidence offered by any party and consider all evidence that may be presented bearing upon the question of revocation of the license; and

13. That following the hearing the council will render a decision on the proposed revocation in accordance with Chapter 34 of the City Code.

RETURN OF SERVICE

I, T.P. WASHINGTON, MED, do hereby certify that I personally served a copy of the foregoing Resolution upon Richard Johnson at 1608 St Stephens Rd on this the 25 day of SEPTEMBER, 2025.

MED
Asset Forfeiture Unit

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE REVOCATION OF THE BUSINESS LICENSE OF ROBERT L. KING, D/B/A PHAT TUESDAY SPORTS BAR FOR VIOLATING THE LAWS AND ORDINANCES OF THE CITY OF MOBILE, ALABAMA

FINDINGS.

1. On March 2nd, 2025, Phat Tuesday Sports Bar was re-issued a business license to operate a drinking establishment at 1608 St. Stephens Road, a location within the corporate limits of the city.

2. On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

3. Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

4. Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

5. On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

6. Gambling machines were documented and seized during operations, including on April 26, 2022.

7. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2):

> No new license shall be issued for a period of twelve (12) months for the operation or conduct of any business that is the same, or of similar nature, as that engaged in by the licensee at the premises or location at which the licensee conducted such business if the revocation or non-renewal of the license is based, in whole or in part, on:

a. A finding that the operation of such business at such premises or location has led to or resulted in the creation of a nuisance; or

b. A finding that the operation of such business at such premises or location has created, caused or led to circumstances that are detrimental to adjacent residential neighborhoods; or

c. A finding that the operation of such business at such premises or location has created, caused, or led to circumstances that are detrimental to the public health, safety or welfare; or

d. A finding that the operation of such business at such premises or location has resulted in a violation of applicable zoning restrictions or regulations; or

e. A finding that the licensee, his agent, servant or employee has permitted or suffered to allow habitual conduct which violates applicable state laws or regulations or city ordinances relating to the business for which such license is issued.

8. Section 34-64 of the City Code provides:

> Any lawful license issued to any person to conduct any business shall be subject to revocation or suspension by the city council for the violation by the licensee, his agent, servant, or employee, of any provision of this Code or of any ordinance of the city, or any statute of the state relating to the business for which such license is issued; and shall also be subject to revocation or suspension by the council if the licensee, his agent, servant, or employee, under color of such license violates or aids or abets in violating or knowingly permits or suffer to be violated any penal ordinance of the city or any criminal law of the state; and shall also be subject to revocation or suspension by the council if, in connection with the issuance or renewal of any license, the licensee or his agent filed

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims: T. Hudson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement Theophilus Hudson

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Theophilus Hudson as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: October 14, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims; K. Robinson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement KRobinson

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Kimberly Robinson as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF ALL RIGHTS-OF-WAY LOCATED WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE, GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 18th day of November 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS A CONDITION OF THE VACATION OF ALL RIGHTS-OF-WAY LOCATED WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE, GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

The City of Mobile has been requested by the Mobile Airport Authority to vacate all rights-of-way located within lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, November 18, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **VACATION RESOLUTION #** is hereby set at $27,068.24.

Adopted:

_____

City Clerk

BURR FORMAN LLP
results matter

Doug Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

September 15, 2025

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Vacation . MAA-ACDC Subdivision

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate all of the right of ways located within Lot 1 of MAA-ACDC Subdivision, as shown on the attached site plan. These include Albatross Dr., Bobolink Dr., Cardinal Dr. E, Flamingo Dr., Goldfinch Dr., Heron Dr. and Jay Dr. The Mobile Airport Authority owns all of the property adjacent to Lot 1 that these roads service.

Due to the unique nature of this request, we do not know the square footage of the combined rights of way. Lot 1 consists of two tax parcels which total 40.35 acres. The assessed value for Key No. 12900246 is $1,840,800.00 and the assessed value for parcel Key No. 975788 is $589,800.00. Due to the former housing development located on this site being abandoned and demolished, and the property being repurposed for a warehouse to be used by Airbus, we request that the City Council waive any fees related to this vacation.

Also, it is our opinion that no traffic impact study should be required as ALDOT has approved the new access road servicing Lot 1 from Michigan Avenue. There will be no access directly to the I-10 Service Road.

Thank you, and please let me know if you need any additional information.

Sincerely,

Doug Anderson

DLA/mt
Enclosures

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF VACATION OF RIGHT OF WAYS LOCATED IN THE CITY OF MOBILE, ALABAMA

WHEREAS, the undersigned, the **Mobile Airport Authority, an Alabama corporation,** is the sole the owner of all of the land abutting all right of ways within Lot 1, MAA-ACDC Subdivision located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the sole owner of said property located in Mobile, Alabama; and

WHEREAS, the vacation of said property will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated landowner requests that such property be closed and vacated; and

WHEREAS, said party as the sole landowner consents to this vacation; and

WHEREAS, the said property to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the sole owner of the lands, hereby declares said land to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said property is filed strictly in accordance with said statute and, having been so filed, said property hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of

use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on this the 3rd day of September, 2025.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY
An Alabama corporation

By: _____
G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

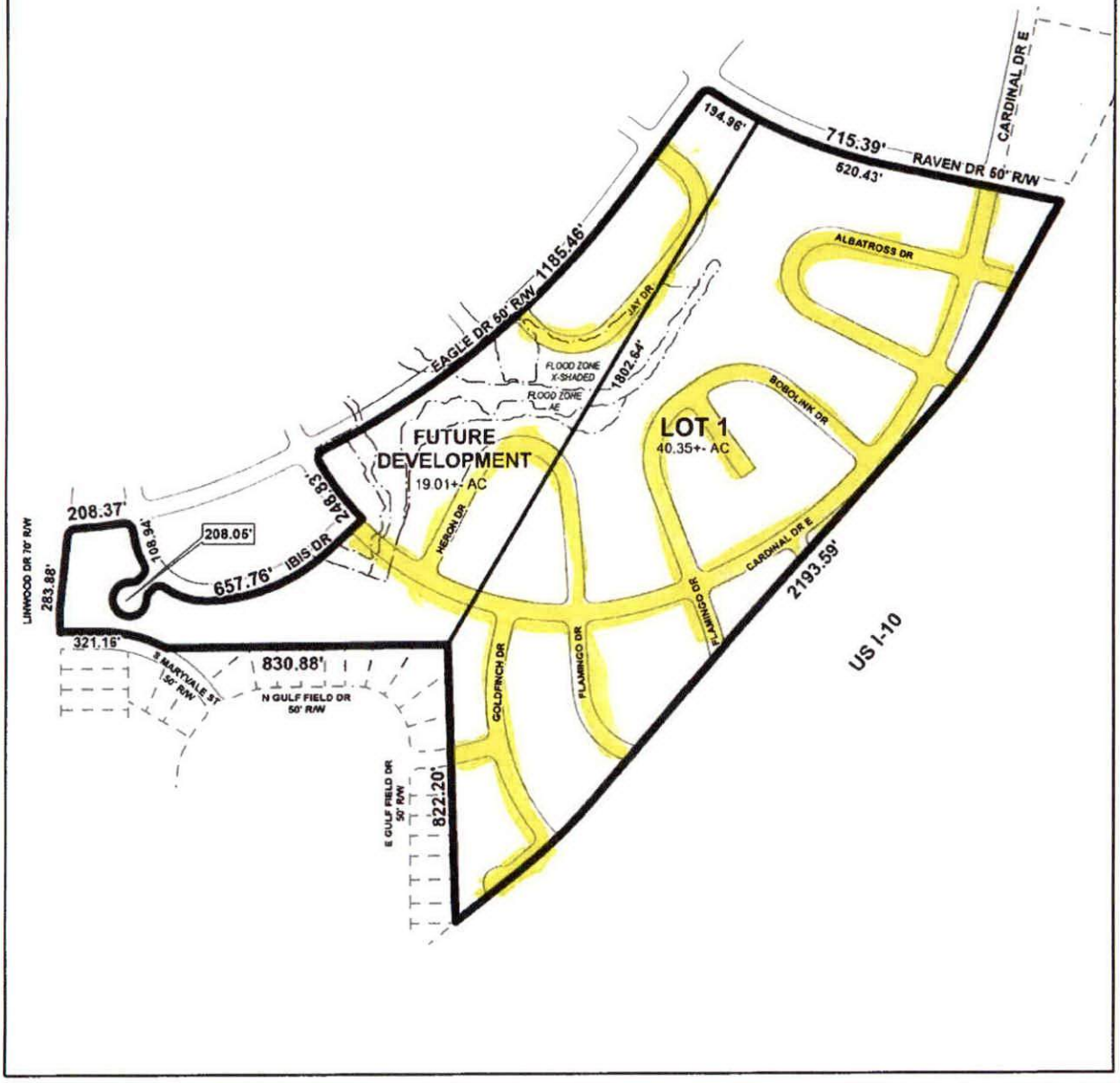
Given under my hand and seal this the 3rd day of September, 2025.

Elizabeth Andrews Cumlander
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
ELIZABETH ANDREWS CUMLANDER
My Commission Expires
May 28, 2029

EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision

N

NTS

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION TO THE MOBILE CITY COUNCIL FOR ITS ASSENT TO THE VACATION OF A RIGHT OF WAYS IN THE CITY OF MOBILE, ALABAMA

Comes now the **Mobile Airport Authority**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described are a right of ways, that your Petitioner is the sole owner of the property abutting said right of ways, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY
An Alabama corporation

By: _____
G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

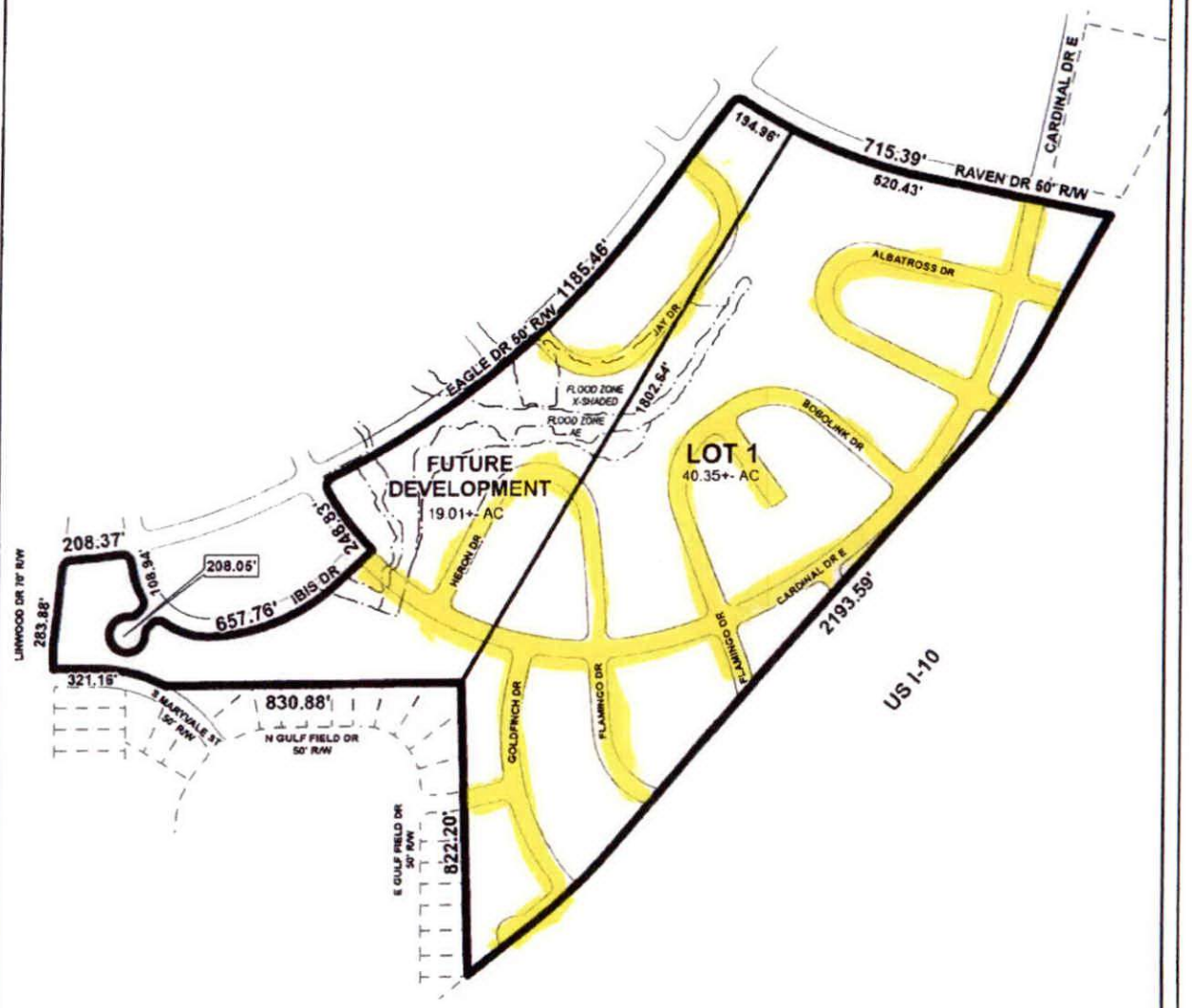
Given under my hand and seal this the 3rd day of September, 2025.

Elizabeth Andrews Cumlander
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
ELIZABETH ANDREWS CUMLANDER
My Commission Expires
May 28, 2029

EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025	N
APPLICANT MAA-ACDC SUBDIVISION	
REQUEST Subdivision	NTS

MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the following streets within the area formerly known as Thomas James Housing Project; Mobile Housing Board: Albatross, Bobolink, Cardinal E, Flamingo, Goldfinch, Heron, & Jay Drives. Section 33, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the area to be vacated above. Consequently, our agreement to vacate this area is contingent upon the Requestor retaining easements for MAWSS at least until a master plan of development can be provided. Please know that part of this area (Thomas James), not included in the request, is on the east side of Michigan Avenue (RV Taylor) and must remain in service until the master plan addresses this issue.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SERVICE

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

ROW VACATION REQUEST

Date of Request: July 21, 2025

Name of Requester: Douglas L. Anderson

Signature of Requester: [signature]

Address of Requester: 11 North Water St., Ste. 22200, Mobile, AL 36602

P.O. Box 2287, Mobile, AL 36652-2287

Property to be Vacated: Please see attached letter and drawing

Reason for Vacation Request: Please see attached letter and drawing

NOTE: A review fee of $75.00 (non-refundable), legal description, and property plat regarding the vacation must accompany this application.

OFFICE USE ONLY

To Mapping 07-24-2025 Received from Mapping _____

Letter Mailed _____

Approved _____ Approved, subject to conditions _____ Not approved _____

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2338 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

Date:	Permit#:
07/24/2025	2025 467
Account Number: 00-0000.000	

Connection Fees Invoice

Premise#: 0
Premise Address:

Premise Address 2:

Lot #:
Subdivision:

Type of Service:
Size of Service:

Bill To: BURR & FORMAN LLP
420 N 20TH ST
BIRMINGHAM AL 35203

Telephone #: 000-0000
Paid By:

Connection Fees:			
	$		MAIN EXTENSION APPLICATION FEE
	$		PRINT COPIES
	$	75.00	EASEMENT/ROW VACATE CHARGE
	$		RESIDENTIAL PLAN REVIEW FEE
	$		SUBDIVISION PLAN REVIEW FEE
	$		COMMERICIAL DEV PLAN REVIEW FEE
	$		RESUBMITTAL OF PLAN REVIEW FEE
	$		NON PREMISE - WASTEWATER REV APP
	$		RESIDENTIAL SUBD PLAN REVIEW FEE
	$		
	$		
Total:	$	75.00	

Notes:

ROW VACATE REQUEST FOR LOT 1 MULTIPLE STREETS ALBATROSSDR, BOBOLINK CARDINAL DR E , FLAMINGO DR, GOLDFINCH, HERON AND JAY DR

Route:
Seq:
Make:

I hereby make application to Mobile Area Water & Sewer System for water and sewer capacity and connection to the premises indicated above and agree to pay in advance of installation the authority's charge for the requested water service connection for the property indicated above. I accept and agree to abide by the Rules and Regulations of the authority now or hereinafter in effect and agree to pay promptly all bills for water and services rendered thereto.

(Applicant's Signature)

(Authority Representative's Signature)

4725 Moffett Rd, Mobile, AL 36618 • PO Box 2368 Mobile, AL • Phone (251) 694-3155 • Fax (251) 694-9412
www.mawss.com

BURR & FORMAN

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, Alabama 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 17, 2025

Daryl B. Russell, P.E.
Planning & Engineering Manager
Mobile Area Water & Sewer System
Post Office Box 180249
Mobile, Alabama 36618

Donnie Little
(Donnie.Little@comcast.com)
Comcast Cable
3248 Springhill Avenue
Mobile, Alabama 36607

Blake W. Jarrett
(BJARRETT@southernco.com)
Alabama Power Company
Post Office Box 2247
Mobile, Alabama 36652

Brad Sadler
(sc1153@att.com)
AT&T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Dorman Chapman
(Dorman.Chapman@spireenergy.com)
Right of Way Representative, Alabama
Spire
2951 Chestnut Street
Montgomery, Alabama 36107

Re: Vacation of Numerous Streets

Dear All:

I represent Airbus Americas, Inc. and the Mobile Airport Authority in their request to vacate streets located in the RV Taylor neighborhood. My clients desire to vacate all of the streets (as highlighted on the attached drawing) located within Lot 1 of the attached exhibit. Lot 1 was created via a subdivision approved by the Mobile Planning Commission on May 15 of this year.

Albatross Dr	Goldfinch Dr
Bobolink Dr	Heron Dr
Cardinal Dr E	Jay Dr
Flamingo Dr	

The right of ways located in the remainder of the property owned by MAA are not subject to this vacation request.

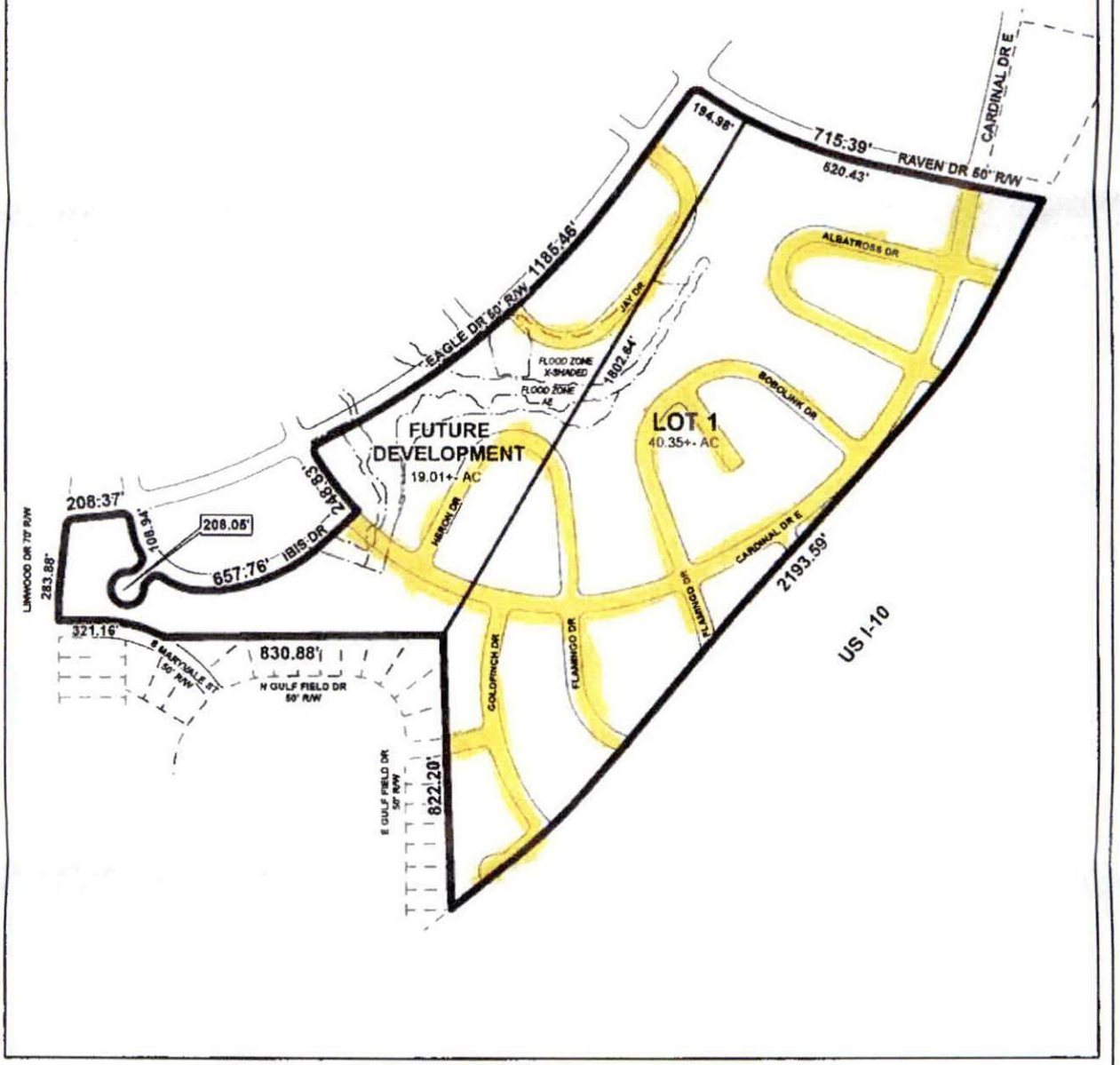
Upon your review of the enclosed documents, we ask that your company consent to the subject vacation. Of course, we will be glad to except from the vacation any rights you have to maintain utilities on the subject property.

Thank you in advance for your assistance in this matter, and please do not hesitate to contact me should you have any questions, or need any additional information.

Very truly yours,

Douglas L. Anderson
DLA/mt

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision

N

NTS

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

July 17, 2025

VIA ELECTRONIC MAIL
Attn: Douglas L. Anderson
Airbus Americas, Inc. c/o Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

Re: Vacation of roads in the RV Taylor neighborhood Lot 1- Albatross Drive, Bobolink Drive, Cardinal Drive E, Flamingo Drive, Goldfinch Drive, Heron Drive, Jay Drive

Mr. Anderson,

You have requested consent by Alabama Power Company to the vacation of roads in the RV Taylor neighborhood Lot 1 in Mobile, AL depicted in the Detail Site Plan attached and made a part hereto.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

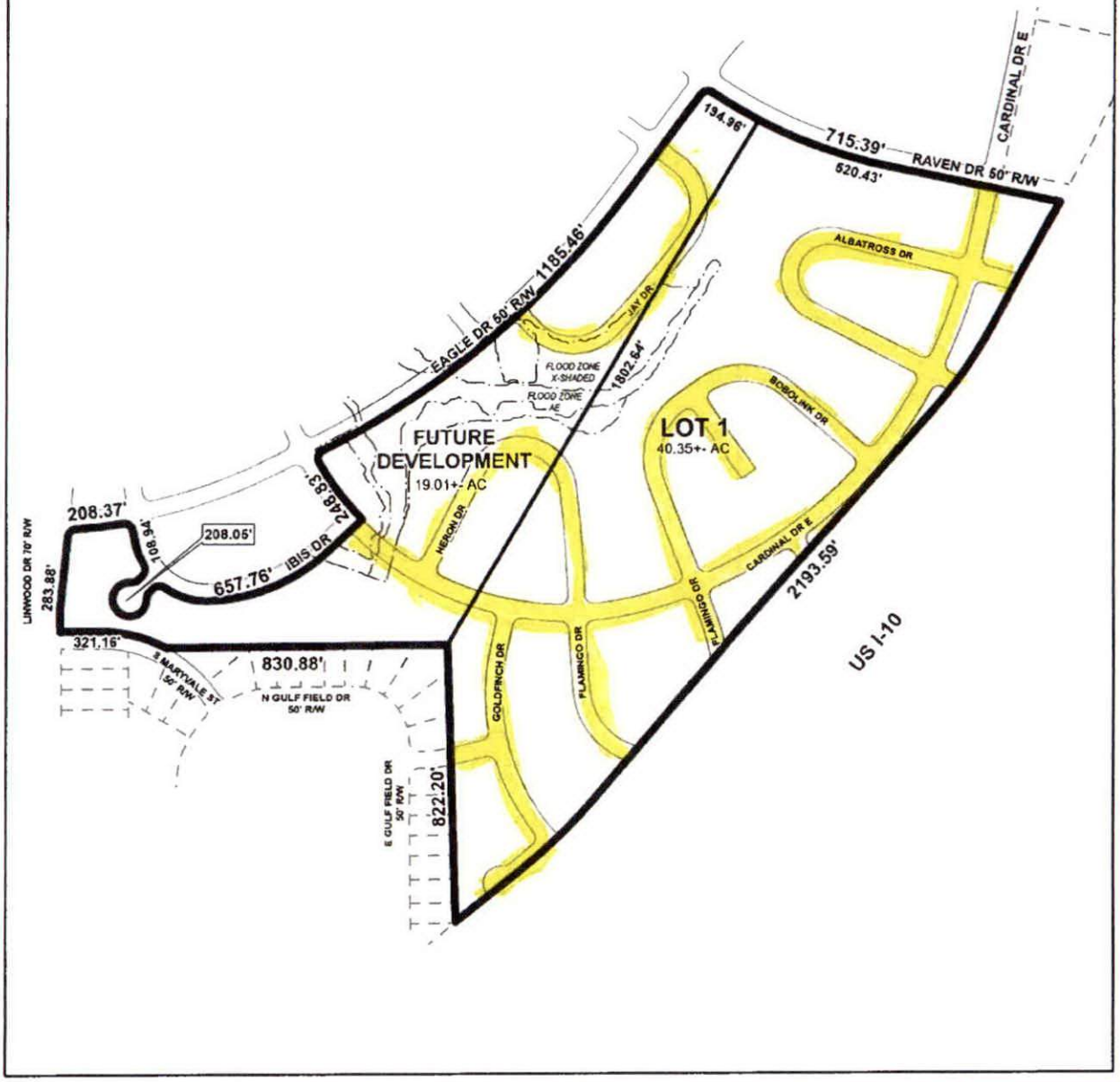
Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Detail Site Plan

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025	N
APPLICANT MAA-ACDC SUBDIVISION	
REQUEST Subdivision	NTS

Gauthier, Lana

From: Anderson, Doug <danderson@burr.com>
Sent: Tuesday, September 30, 2025 2:51 PM
To: Gauthier, Lana
Subject: FW: Consent to Vacation of Right of Way

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is the email from AT&T consenting to the vacation. I think that is it.
Doug

Douglas L. Anderson
Partner

danderson@burr.com
251-345-8209 (*direct*)

11 North Water Street, Suite 22200
Mobile, Alabama 36602
PO Box 2287 | Mobile 36652

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: SADLER, BRADLEY C <bs6868@att.com>
Sent: Tuesday, September 30, 2025 12:41 PM
To: Anderson, Doug <danderson@burr.com>
Subject: RE: Consent to Vacation of Right of Way

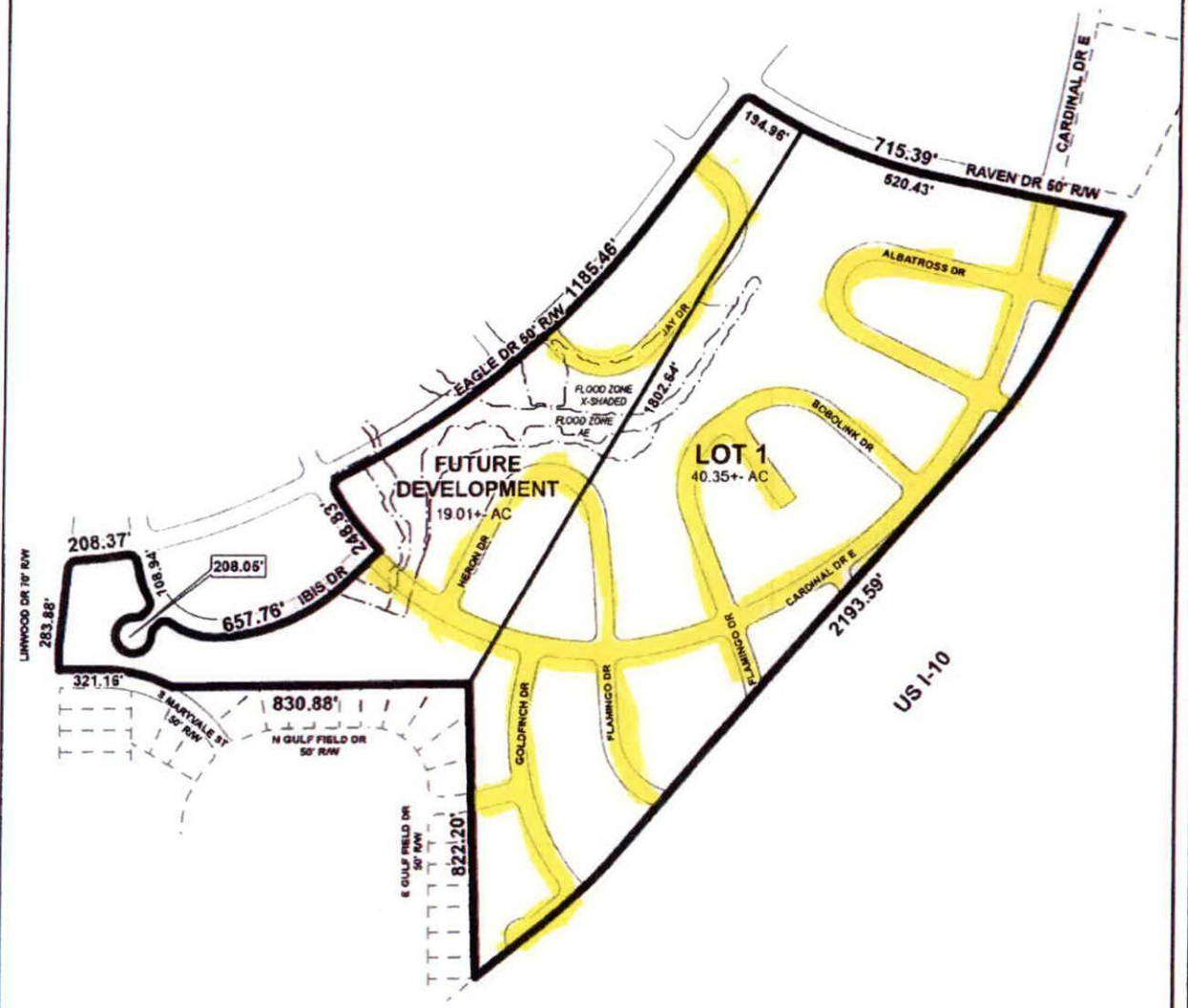
This is an EXTERNAL email! STOP, ASSESS, and VERIFY

Doug, AT&T now consents to the requested right of way vacation. Please let me know if you need any additional information. Thanks

Brad Sadler
MGR OSP PLNG & ENGRG DESIGN
Technology Operations, AL Outside Plant Engineering

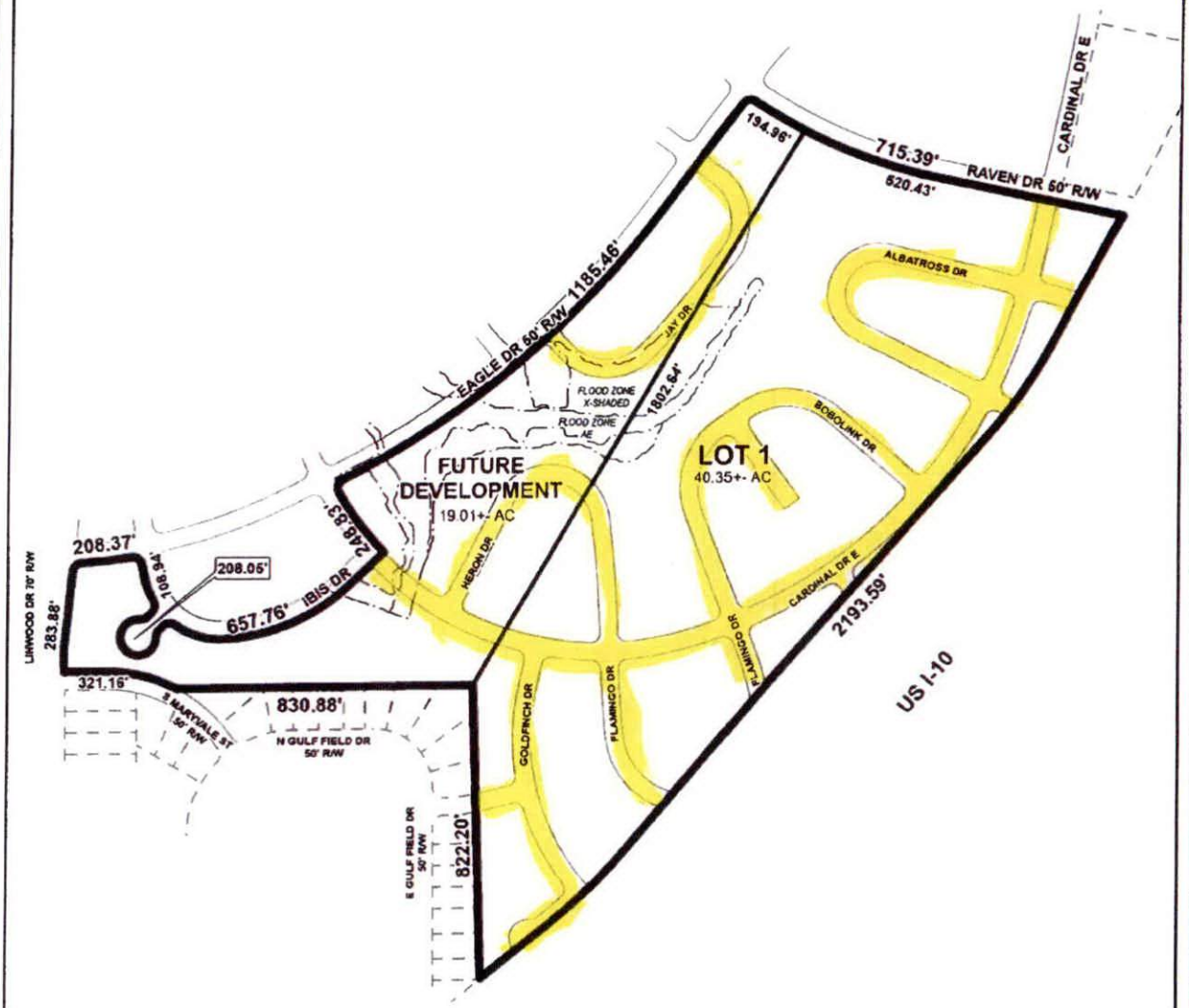
AT&T – Bellsouth Telecommunications, LLC
2155 Old Shell Rd, Mobile, AL, 36607
o 251.406.0123 | brad.sadler@att.com

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025	N
APPLICANT MAA-ACDC SUBDIVISION	
REQUEST Subdivision	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision

N

NTS