



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, November 4, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rabbi Steve Silberman, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

October 28, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 15, 2026, from 11:00 a.m. - 6:30 p.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 17, 2025, from 3:00 p.m. - 10:00 p.m. (District 2).

Request of Stephen Marbut for a waiver of the Noise Ordinance at 231 Suzanne Circle on November 8, 2025, from 6:00 p.m. - 10:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South (District 5).

Public hearing to fix costs for demolition of the structure at 2661 Betbeze Street; \$2,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 2906 Nall Street; \$1,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 777 Welworth Street; \$1,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1807 White Avenue; \$2,700.00 (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jacob Cooper - safety for drivers, children, and crossing guards in school zones.

Reggie Hill - recommend amendments to Council's Rules of Procedure, recommend ordinance related to approval of Administration's executive staff & mayoral board appointments, request updated plans for unassigned fund balance, vehicle inventory list, and evaluation report on performance contracts, and discretionary spending.

12. ORDINANCES HELD OVER

11-056 Amend Chapter 11, Article III, Section 11 of the City Code to include subsection titled "Alabama Construction Trade Academy Fund Fees" (sponsored by Councilmembers Penn, Small, and Reynolds) (submitted by Paul Carbo, Council Attorney).

13. RESOLUTIONS HELD OVER

08-1381 Approve purchase order to Beard Equipment Company for 2 mowers for Parks Department; \$56,728.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1382 Approve purchase order to SHI International Corp. for subscription for Adobe Acrobat Pro and Creative Cloud software licenses; \$114,317.70 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-1385 Create new capital account Mobile Arena Furniture, Fixtures, and Equipment and transfer funds from the General Fund Operating Account into the new account; \$11,809,498.00 (sponsored by Mayor Cheriogotis) (submitted by Scott Collins, Finance Dept.).

21-1386 Authorize Contract with RGLG, Inc., d/b/a Service Master Services, for janitorial services at various City locations; \$311,988.00 per year (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

21-1387 Authorize contract with Star Service, Inc. of Mobile for HVAC maintenance and repair at the Mobile Alabama Cruise Terminal; \$95,970.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

21-1388 Authorize Contract with Touchdown Cleaning Services, Inc. for carpet cleaning at the Mobile Alabama Cruise Terminal; \$85,230.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

14. ORDINANCES BEING INTRODUCED

64-057 Consider the modification of a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South (sponsored by Councilmember Fleming).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-1396 Transfer funds from District 7 Discretionary Account to Traffic Engineering to assist with replacement of poles and signs (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

31-1397 Authorize the Mayor to apply, accept and receive grant funding from the Alabama Law Enforcement Agency for the 2025-EOD-21 grant, \$69,300.00 (No local match) (sponsored by Mayor Cheriogotis) (submitted by Rob Lasky, Public Safety

Dept.).

37-1398 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Flip Side Bar and Patio; 54 S. Conception Street (sponsored by Councilmember Ingram).

58-1399 Authorize removal of weeds, Group 1669.

40-1400 Fix costs for demolition of structure at 2661 Betbeze Street (sponsored by Councilmember Penn).

40-1401 Fix costs for demolition of the structure at 2906 Nall Street (sponsored by Councilmember Penn).

40-1402 Fix costs for demolition of the structure at 777 Welworth Street (sponsored by Councilmember Penn).

40-1403 Fix costs for demolition of the structure at 1807 White Avenue (sponsored by Councilmember Penn).

60-1404 Determine an appropriation to Continuous Learning Center serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1405 Determine an appropriation to Just 4 Development Laboratory serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1406 Determine an appropriation to Murphy High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1407 Determine an appropriation to Scarborough Model Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

08-1408 Approve purchase order to Inline, LLC for replacement traffic signal poles for Highway 90 at Demetropolis Road; \$19,863.48 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1415 Authorize Contract and Task Order #1 with Volkert, Inc. for design and engineering of Perch Creek Preserve; \$900,000.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

17. RESOLUTIONS BEING INTRODUCED

01-1409 Authorize amendment to Agreement with Evonik Corporation for fire and emergency services (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept. and Interim Chief Glisson, MFRD).

08-1410 Approve purchase order to Environmental Systems Research Institute, Inc. for GIS online training credits; \$31,310.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1411 Approve purchase order to Interface Americas, Inc. for replacement flooring for 5th floor in Government Plaza; \$124,517.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1412 Approve purchase order to Wilkins Miller, LLC for annual audit of Police & Fire Pension Fund; \$18,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1413 Authorize Contract with InLine, LLC for lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail; \$997,846.91 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1414 Authorize Contract with United Methodist Inner City Mission of Mobile, Inc. for maintenance and operation of the Taylor Park Recreation Center, playground, swimming pool and wading pool; NTE \$123,500.00 (sponsored by Mayor Cheriogotis) (submitted by Kim Carmody, Parks & Rec. Dept.).

18. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Gary S Constantine

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMS

Mailing Address of Applicant 12359 County Road 1, Fairhope AL 36532

Telephone No. 251-421-2601 E-mail Address gary.constantine@trubridge.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event: Sunday February 15th, 2026 Starting Time: 1100CST Ending Time: 1830CST
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

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Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMs

Mailing Address of Applicant 12359 County Road 1, Fairhope AL 36532

Telephone No. 251-421-2601 E-mail Address gary.constantine@trubridge.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event: Tuesday February 17th, 2026 Starting Time: 1500CST Ending Time: 2200CST
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Party

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

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Name of Applicant:

Stephen Marbut

PLEASE PRINT ALL INFORMATION

Home Phone Number:

N/A

Cell Number:

251-404-6510

Organization (if applicable)

Mailing Address of Applicant

231 Suzanne Circle Mobile

Telephone No.

E-mail address

Stephen.marbut3608@gmail.com

Location or address of event where amplification will be used

231 Suzanne Circle

Date of Event:

11/8/25

Starting Time

6pm

Ending Time

10pm

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

Type of Event:

party

Do you plan to sell alcohol at this event?

YES

☒ NO

Music containing obscene language or profanity is prohibited

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RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 600, 700, and 800 West I-65 Service Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 30, 2025**, a public hearing will be held on the **4th** day of **November**, 2025, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at 600, 700 & 800 West I-65 Service Road South and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on September 18, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;

3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
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9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of November, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 8th day of October, 2025

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 600, 700 & 800 West I-65 Service Road South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 15, 2019. The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking**, subject to the following proposed conditions: 1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation; 2. Retention of the 25-foot front yard setback along West I-65 Service Road South; 3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan; 4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC; 5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information; 7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards; 8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet; 9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; 13. Compliance with all Fire Department comments noted in the staff report; 14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 15. Full compliance with all municipal codes and ordinances.

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

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WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **September 18, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
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10. Compliance with all Engineering comments noted in the staff report;
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15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard
Nexsen, PC, Agent)
600, 700 & 800 West I-65 Service Road South
Council District 5
Joel Daves**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 25, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **September 18, 2025**, considered the request of **Ken Patel, A & R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking, for the property located at **600, 700 & 800 West I-65 Service Road South**.

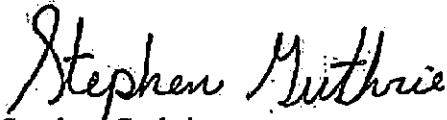
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf

Attachments

September 24, 2025

HAND DELIVERED

Logan Anderson
City of Mobile Planning and Zoning Office
3rd Floor, South Tower, Government Plaza
Mobile, AL 36602

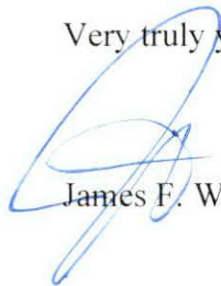
Re: A & R Development Group, LLC
Airport Apartments City Council hearing

Dear Logan:

Enclosed is our firm's check in the amount of \$721.63 for: Advertising fee – Airport Apartments City Council hearing.

Please give me a call if you have any questions regarding this matter.

Very truly yours,



James F. Watkins

JFW/lbr

Enclosure



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

At its meeting on September 18, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$721.62**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-003422-2025 600, 700 & 800 West I-65 Service Road South
September 23, 2025

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, reading "Stephen Guthrie", is written over a horizontal line.

Stephen Guthrie

Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

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

At the applicant's request the Planning Commission heldover the application to the September 18th meeting to allow the applicant to provide revisions and additional information to the Planning and Zoning Department for review by 12:00 p.m. on August 27th.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Property Owner(s):

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

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 600, 700 & 800 West I-65 Service Road South

MOD-003422-2025

Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

District 5

Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Applicant(s) / Owner(s):

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

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

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

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

Planning & Zoning/City of Mobile

P.O. Box 1827

Mobile, Alabama 36633-1827

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

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

Airport Oaks Apartments (MOD-003422-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 7/18/2025 8:49 AM
To James F. Watkins <jwatkins@maynardnexsen.com>
Cc ken@anrgroup.com <ken@anrgroup.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

Good morning,

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

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

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

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

IMPORTANT

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

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

Logan Anderson
Principal Planner
Planning & Zoning

dlogananderson@cityofmobile.org
(251) 208-5895 main

600 - 700 Service Road PUD Modification

From James F. Watkins <jwatkins@MaynardNexsen.com>

Date Tue 8/19/2025 11:03 AM

To Anderson, Logan <dlogananderson@cityofmobile.org>; Guthrie, Stephen <stephen.guthrie@cityofmobile.org>

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

Logan and Stephen – Good afternoon.

My clients have asked that I request a hold over for the above matter at Thursday's PC meeting. They have reviewed the staff report and feel like they need some additional time to address open issues. Also, they have had discussions with their engineers and will need to re-evaluate the location of the pool. I hope to have the revised site plan, addressing staff issues, early next week.

I will be present at the meeting Thursday and will ask for the holdover and also address any questions that may come up from folks who attend.

Thank you for your work on this.

Jay

James F. Watkins

Shareholder | Banking & Credit

P: 251.432.0023 | C: 251.401.1646

jwatkins@MaynardNexsen.com | [vCard](#)

11 North Water Street

RSA Battle House Tower, Suite 24290

Mobile, AL 36602



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its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it. Thank you.



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Ken Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard NexsenPC
Phone:	251-747-1461	251-432-0001
Email:	ken@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	11 N. Water Street, Suite 24290, Mobile, AL 36602

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Shree Brahma Hospitality, LLC	David English
Firm:		English and Associates Architects, Inc.
Phone:	251-747-1461	404-915-1455
Email:	Ken@anrgroup.com	denglish@englishandassociatesinc.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	3084 Mercer Univ. Drive, Suite 100, Atlanta, GA 30341

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
700 West I-65 Service Road South, Mobile, AL 36608 **9.4 acres**

Property Address
 12800041, 1723022, 12800042

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B-3/District Center

B-3/District Center

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm, Wednesday: 8 am – 1 pm

5. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

☐ Yes ☐ No

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

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
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SUPPLEMENTAL DOCUMENTATION

Bed and Breakfast Establishments

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

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

2. How many guest rooms will be provided?

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

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895

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

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

SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

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

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

SUPPLEMENTAL DOCUMENTATION

Community Residences

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

1. How many unrelated persons will occupy the home?

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

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No

Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
If yes, provide the address of the existing community residence(s).

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

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

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

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

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SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

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

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No
 2. Are there additional employees? ☐ Yes ☐ No
If yes, how many and do they reside at the home?
-

SITE PLAN AND BUILDING INFORMATION

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

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

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Conditional Use Permit: Daycare/Child (Home Based 7-12 children)

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SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

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

SITE PLAN

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

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|---|
| ☐ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Future Land Use Map (FLUM) Designation

Requested Zoning

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

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

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

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

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

2. Describe the surrounding land uses.

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

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

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

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

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CHECKLIST C

Planned Development

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
- ☐ Lighting:
- ☐ Hours of operation:

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

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CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The Future Land Use Map reflects the site as a District Center. The Map for Mobile states that District Center "serve several surrounding neighborhoods" and "incorporate a mix of housing types...ranging from mid-rise multifamily buildings containing apartments and lofts, to townhomes and detached single family homes." The site will consist of the recently constructed hotel on the northern portion of the site and the new development at hand will entail a variety of residential housing types from townhomes to 1, 2, and 3 bedroom apartments. Site is also in a Priority Investment Area under Map for Mobile.

Business Center

Future Land Use Map (FLUM) Designation

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

The Site will consist of the existing hotel, which is compatible with the other hotels along the I-65 corridor. The proposed mixed housing multi-family development is compatible with the surrounding area, including existing multi-family developments to the west across Montlamar Creek, as well as the south along Airport Boulevard. Additionally, per the Map for Mobile, the site is located in a Priority Investment Area and, as such, is "a priority for realizing Economic Development opportunities".

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

With the approval of a density variance, the overall site - both hotel and residential will remain a compliant, self-contained development while providing easy access to area amenities such as grocery stores, restaurants, retail and medical care. Traffic generated from the site, as re-developed, is expected to be of a similar nature to what is currently produced by the three hotels which once operated at this site.

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

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

☒ Yes ☐ No

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6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
Best Western Puls, to remain, 40ft +/- Existing two hotel buildings to be demolished 24ft +/-, New townhome units - 24ft +/-
2 new multi-family buildings 40 ft +/-

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

With respect to new construction, frontage landscaping will be in compliance with codes and ordinances.

☐ Lighting:

Parking lot lighting and exterior building lighting will be in compliance with all municipal codes and ordinances.

☐ Hours of operation:

Hotel and apartments are 24 hour operations

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

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

The proposed development will comply with all local codes and ordinances and is compatible with the overall development of the surrounding area.

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

The proposed development complies with both the Map for Mobile and Unified Development Code. Additionally, the plan will provide much needed new housing options for existing and new residents for the City of Mobile. Workforce housing is a priority for the City of Mobile and the Mobile Chamber of Commerce.

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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Plan Submission Contact Information

Name of Project Airport Oaks Apartment

Address 700 West I-65 Service Road West, Mobile, AL 36608

Owner Shree Brahma Hospitality LLC

Address 1381 W. Fairway Drive, Guld Shores, AL Zip Code 36542

Phone 251-747-1461 Fax _____ Email ryan.patel@anrgroup.com

Authorized Agent James Watkins/ Maynard Nexsen PC

Address 11 North Water Street, Suite 24290, Mobile, AL Zip Code 36602

Phone 251-432-0001 Fax _____ Email jwatkins@maynardnexsen.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect David English, English and Associates Architects, Inc.

Address 3084 Mercer University Dr., Suite 100, Atlanta, GA Zip Code 30341

Phone 404-915-1455 Fax _____ Email denglish@englishandassociatesinc.com

Submitted by:

James F. Watkins

Signature

7/17/2025

Date

Print

Authorized Agent

Affiliation to project/Organization

AN DIOG LLC
1000A CODY RD S
MOBILE, AL 36695

ALABAMA POWER CO C/O
TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35202

SPRINGDALE STORES INC
PO BOX 16126
MOBILE, AL 36616

SHREE MAHESH HOSPITALITY LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

A & R DEVELOPMENT GROUP, LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

SAI RAM Enterprises, LLC
400 S. Beltline Highway
Mobile, AL 36608

TRE HOLDINGS LLC, AN ALABAMA
LMTD LIABILITY CO
1000A CODY RD S
MOBILE, AL 36695

3680 LLC C/O J THOMAS ARENDALL JR
1111 S BELTLINE HWY, STE 202
MOBILE, AL 36606

YESTER OAKS OWNER A LLC UNDIV
46.88% INT, C/O FBE LIMITED LLC
1 STATE ST FL 32
NEW YORK, NY 10004

VIGHNAHARTA LLC
600 W I65 SERVICE RD S
MOBILE, AL 36608

JAMES F. WATKINS
MAYNARD NEXSEN PC
11 N WATER ST, STE 24290
MOBILE, AL 36602

AREC 2 LLC
P.O. Box 29046
Phoenix, AZ 85038



Agenda Item # 1 - HOLDOVER MOD-003422-2025

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

600, 700 & 800 West I-65 Service Road South

Applicant / Agent:

Ken Patel, A&R Development Group, LLC / James F. Watkins, Maynard, Nexsen, PC

Property Owner:

Shree Brahma Hospitality, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

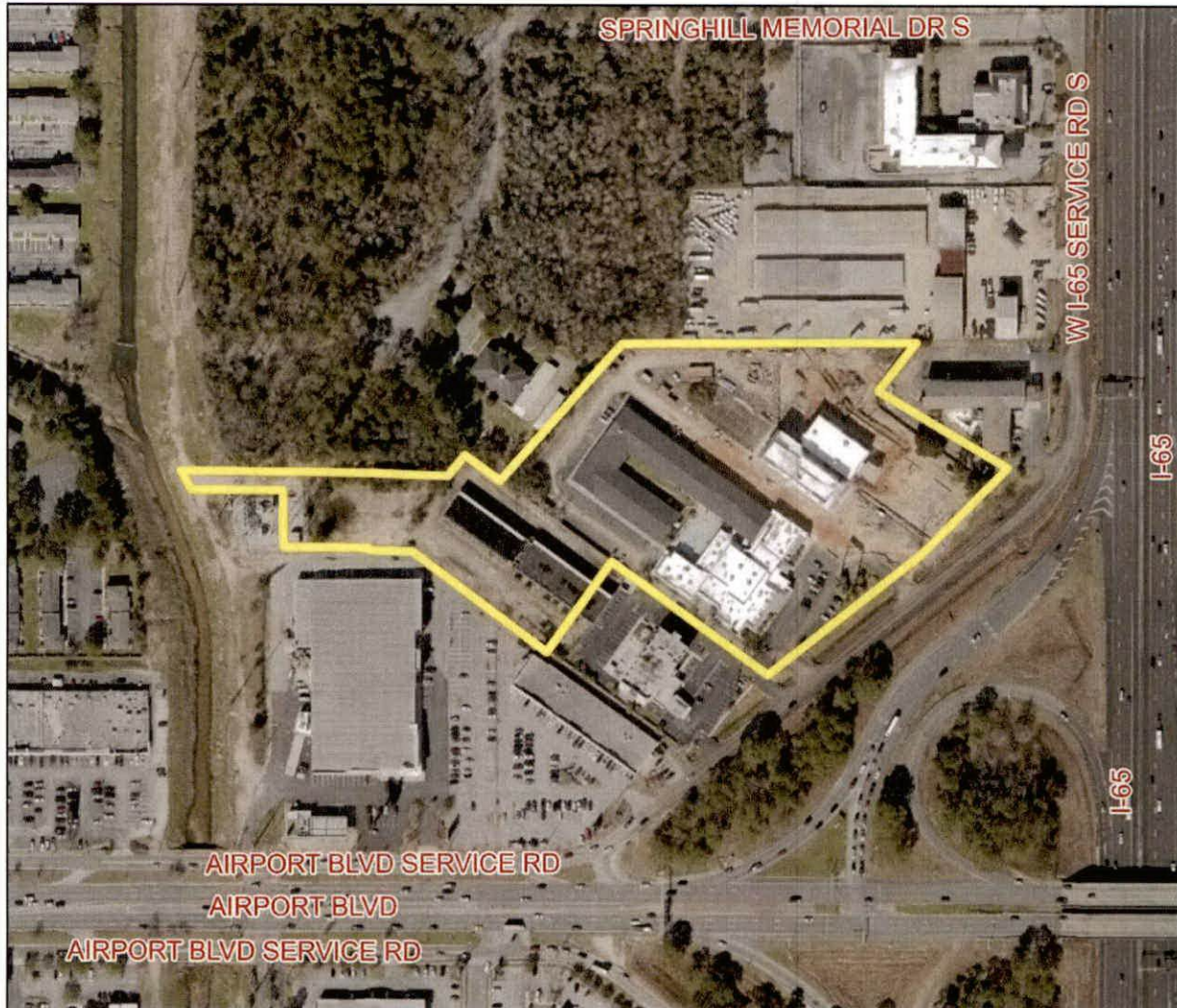
Considerations:

1. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	1	DATE	September 18, 2025
APPLICANT	Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)		
REQUEST	PUD Modification		
			 NTS

HOLDOVER COMMENTS

At the applicant's request, the application was held over from the August 21st Planning Commission meeting to allow time for revisions to the site plan and for submission of additional information to the Planning and Zoning Department for review.

The revised site plan proposes the redevelopment of Lots 1 and 2 of the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 217-unit multi-family residential complex. The development would consist of two (2) residential buildings, a leasing office, a pool with a gazebo and grilling area, a green space with a pet park, and a fire pit. One (1) trash compactor is illustrated on the adjacent Lot 3, presumably for shared use among all three (3) lots; however, the site plan currently notes that the “existing hotel site (Lot 3) is not included.” Because the PUD overlays all three (3) lots and shared access will be maintained, this note should be revised to simply state “Existing Hotel Site.” Other than the proposed trash compactor, Lot 3 would retain its existing configuration and continue to operate as a hotel.

The 217 proposed dwelling units—consisting of one-, two-, and three-bedroom configurations—would be distributed between the two residential buildings on Lots 1 and 2.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site permitting 38 dwelling units per acre, thereby allowing development of up to 240 units. The current PUD modification reduces this total by 23 units. In addition, several site plan revisions are proposed compared to the previously approved layout, including the removal of townhomes, relocation of the pool area, and the addition of parking. While the variance addressed the allowable density, these design modifications may warrant further review by the BOA to ensure the site plan adequately accommodates the impacts of the proposed development, as the approved use largely dictated the original layout.

A 25-foot front yard setback is illustrated along West I-65 Service Road South, in compliance with Article 2, Section 64-2-14.E. of the UDC, and should be retained on the Final PUD Site Plan, if approved.

All surrounding properties are zoned B-3, Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Per Table 64-3-12.1 of Article 3 of the UDC, 1.5 off-street parking spaces per dwelling unit are required, necessitating 326 spaces for the 217-unit development. The site plan indicates 329 proposed off-street parking spaces for the multi-family units; however, the number of spaces provided for the existing hotel is not noted. If approved, this information should be included on the Final PUD Site Plan.

The revised site plan appears to comply with the dimensional standards of Table 64-3-12.2 for off-street parking, including provision of curbing and/or wheel stops where vehicles could extend beyond parking areas.

Pedestrian walkways are illustrated providing access from parking areas to each proposed building. Walkways are also shown connecting the existing sidewalk along West I-65 Service Road South to the internal pedestrian network and buildings, consistent with Article 3, Section 64-3-3 of the UDC.

A note on the site plan references “7 Bike Rack,” but no additional information is provided regarding bicycle parking. The parking table does not include bicycle parking, nor does the site plan indicate the location of the rack(s). The plan should be revised to demonstrate compliance with bicycle parking standards of Article 3, Section 64-3-12.A.9, including minimum quantities and required locations.

Two-way circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. The site plan illustrates compliance with this requirement, and directional arrows are provided to indicate internal circulation.

Parking lot lighting is required to meet the illumination standards of Section 64-3-9.C. of the UDC. A note on the site plan states a photometric plan will be provided at permitting to verify compliance, and this note should be retained on the Final PUD Site Plan, if approved.

No building elevations were submitted. Per Section 64-3-6 of Article 3 of the UDC, proposed buildings must include at least one feature from each of the following design categories:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

The maximum allowable height in the B-3 Suburban District is 50 feet.

The revised site plan identifies the square footage of each proposed building. This information should be retained on the Final PUD Site Plan or consolidated into a table, if approved.

A tree planting and landscape plan was submitted, but it does not demonstrate compliance with the frontage landscape area requirements. The site plan indicates a total site area of 280,648 square feet, requiring 42,097.2 square feet of landscape area (15%), with 60% (25,258.32 square feet) located between the street-facing property line and the nearest building(s). Only 5,408 square feet of front landscape area is proposed. This shortfall may be considered via the Major Modification process upon request and justification by the applicant; otherwise, the site plan must be revised to comply.

The landscape plan also does not demonstrate compliance with the area, dimension, and canopy standards of Article 3, Sections 64-3-7.A.7 and 64-3-7.A.8.

Because tree plantings and landscape area are not required to be depicted on the PUD site plan, a note should be included on the Final PUD Site Plan stating that compliance with Section 64-3-7 will be required. A detailed landscape plan must be submitted at permitting for verification. If the reduced frontage landscape area is not revised to comply, approval by the Planning Commission and City Council will be required.

It should be noted that, because the existing hotel site on Lot 3 is fully developed and no changes to its layout are proposed as part of this Major PUD Modification, compliance with current tree planting and landscape area requirements is not required. However, any future development or redevelopment of Lot 3 may necessitate bringing the site into compliance with current regulations.

As noted, a trash compactor is shown on the site plan. A note references compliance with the dumpster enclosure and placement standards of Section 64-3-13.A.4 of the UDC. This note should be retained on the Final PUD Site Plan, if approved.

No signage is illustrated. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment of the site may require additional PUD modifications, subject to Planning Commission and City Council approval. A note to this effect is provided on the site plan and should be retained on the Final PUD Site Plan, if approved.

If approved, a revised Modified PUD Site Plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, in accordance with Section 64-5-8-B.2(f) of the UDC.

HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

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

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;

7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
9. Revision of the site plan to demonstrate compliance with the frontage landscape area requirements of the UDC, or obtain approval from the Planning Commission and City Council for a reduced front landscape area;
10. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in this staff report;
12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.

4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Revised for the September 18th meeting: Retain PUD SITE PLAN NOTES a - f as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

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

Revised for the September 18th meeting: Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Revised for the September 18th meeting: *This proposed design does not meet adopted fire access requirements. The possible emergency access only drive will be required.*

Planning Comments:

The site plan proposes the re-development of Lots 1 and 2, along with a portion of Lot 3, within the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 221-unit multi-family residential complex. The development includes three (3) residential buildings, a leasing office, a pool pavilion with a fitness area, and one (1) trash compactor. Building 1, located on a portion of Lot 3, will contain eight (8) two-story townhouse units. The remaining 213 units—comprising one (1), two (2), and three (3) bedroom configurations—will be distributed between Buildings 2 and 3 on Lots 1 and 2. The remainder of Lot 3 will retain its existing configuration and continue to operate as a hotel, as depicted on the site plan.

The subject site is zoned B-3, Community Business Suburban District, which permits both multi-family residential and hotel uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site allowing 38 dwelling units per acre, thereby facilitating the development of a 240-unit residential complex. The PUD modification proposes 19 fewer dwelling units, but in comparing the two site plans the only changes to the BOA-approved layout appear to be the removal of 29 parking spaces (per a table on the revised site plan), and a reconfigured pool area. Nevertheless, because variances are site plan-specific, any modifications may require additional BOA approval.

The site plan appears to depict a modification to the existing property line between Lot 2 and Lot 3. While this may reflect the revised PUD boundary, any alteration to property lines within an approved PUD must be consistent with the underlying subdivision. Therefore, re-subdivision is required to formalize such changes. If this is the case, the application must be held over until a Subdivision application is submitted for concurrent review by the Planning Commission, in accordance with Article 5, Section 64-5-1.D. of the Unified Development Code (UDC).

A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, necessitating 332 spaces for the 221-unit development. The site plan includes a parking table indicating 332 proposed off-street parking spaces for the multi-family units and 134 existing spaces for the hotel on Lot 3. However, the site plan scale does not allow staff to verify compliance with the dimensional standards of Table 64-3-12.2. Therefore, if approved, the Final PUD Site Plan should depict compliance with all off-street parking requirements, including quantity and dimensions, for all three lots.

It is unclear whether curbing or wheel stops are included where vehicles may extend beyond parking spaces. This should be noted on the revised site plan, or the Final PUD Site Plan should be updated to illustrate wheel stops and pedestrian walkways connecting each parking area to the respective buildings.

Recent aerial imagery indicates a sidewalk was constructed along West I-65 Service Road; however, it is not shown on the site plan. Additionally, no pedestrian walkways from the sidewalk to the proposed buildings are illustrated, which is required under Article 3, Section 64-3-3 of the UDC. Upon approval, the existing sidewalk and all required pedestrian walkways must be shown on the revised site plan.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. Due to the current scale, compliance cannot be verified. The site plan should be revised to show drive aisles with a minimum width of 24 feet, unless the design is reconfigured for one-way circulation, which requires a minimum 14-foot width.

Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

- | | |
|---------------------------|--------------------------|
| 1. Site Frontage | 3. Building Form – Wall |
| 2. Building Form – Height | 4. Architectural Feature |

Maximum allowable height in the B-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the site plan. A note stating compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at permitting to verify compliance.

A trash compactor is shown on the site plan. A note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

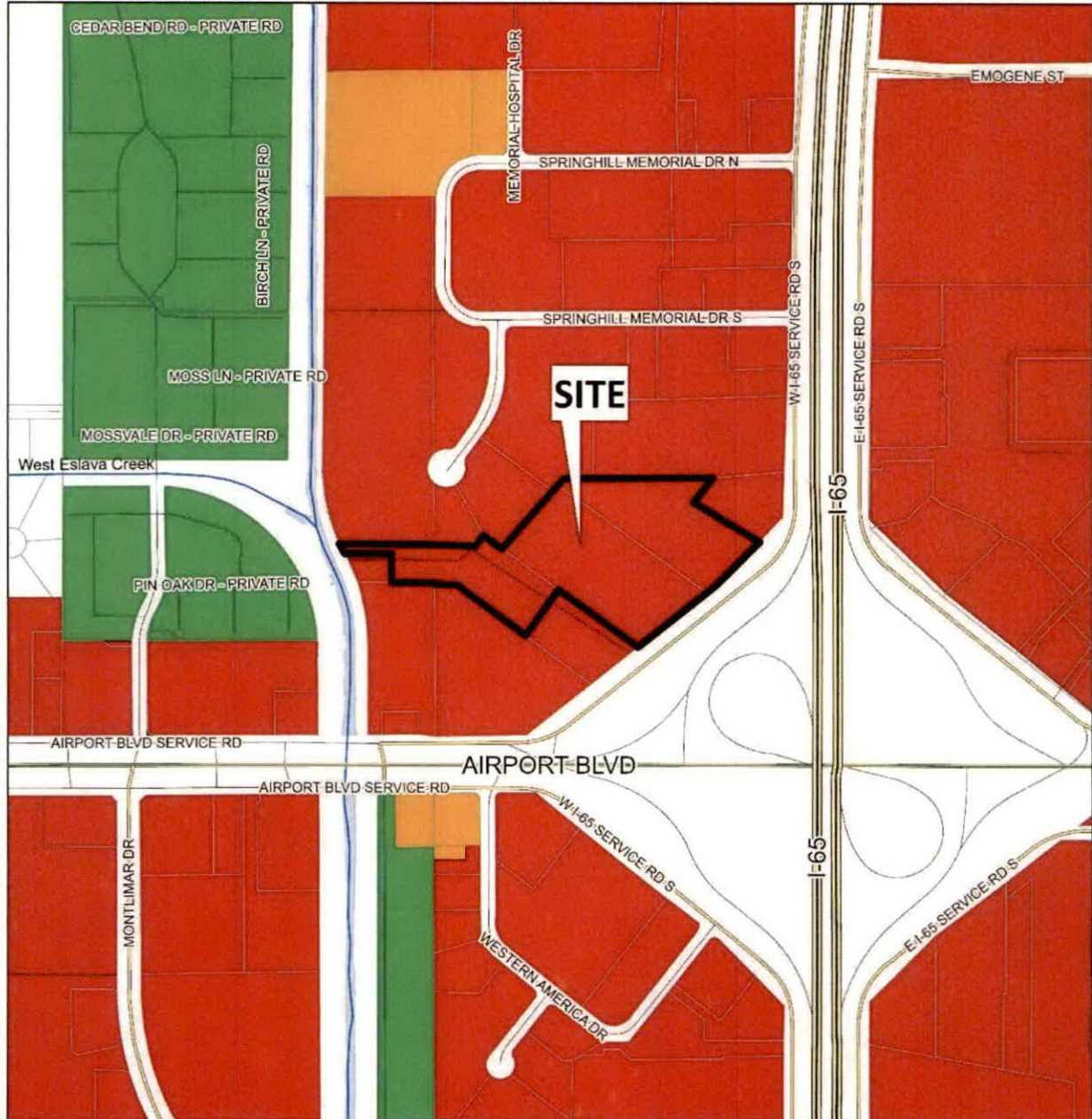
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply. However, it should be noted that any proposed changes to existing lot lines will necessitate a holdover of the request until a Subdivision application is submitted to the Planning and Zoning Department for concurrent review:

1. Revision of the site plan to illustrate the required 25-foot front yard setback along West I-65 Service Road South;
2. Provision of lot sizes in square feet and acres, either directly on the revised site plan or via a table on the site plan;
3. Revision of the site plan to depict compliance with all off-street parking and drive aisle standards per Article 3, Section 64-3-12 of the UDC, including dimensions and two-way circulation requirements (unless reconfigured for one-way circulation);
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



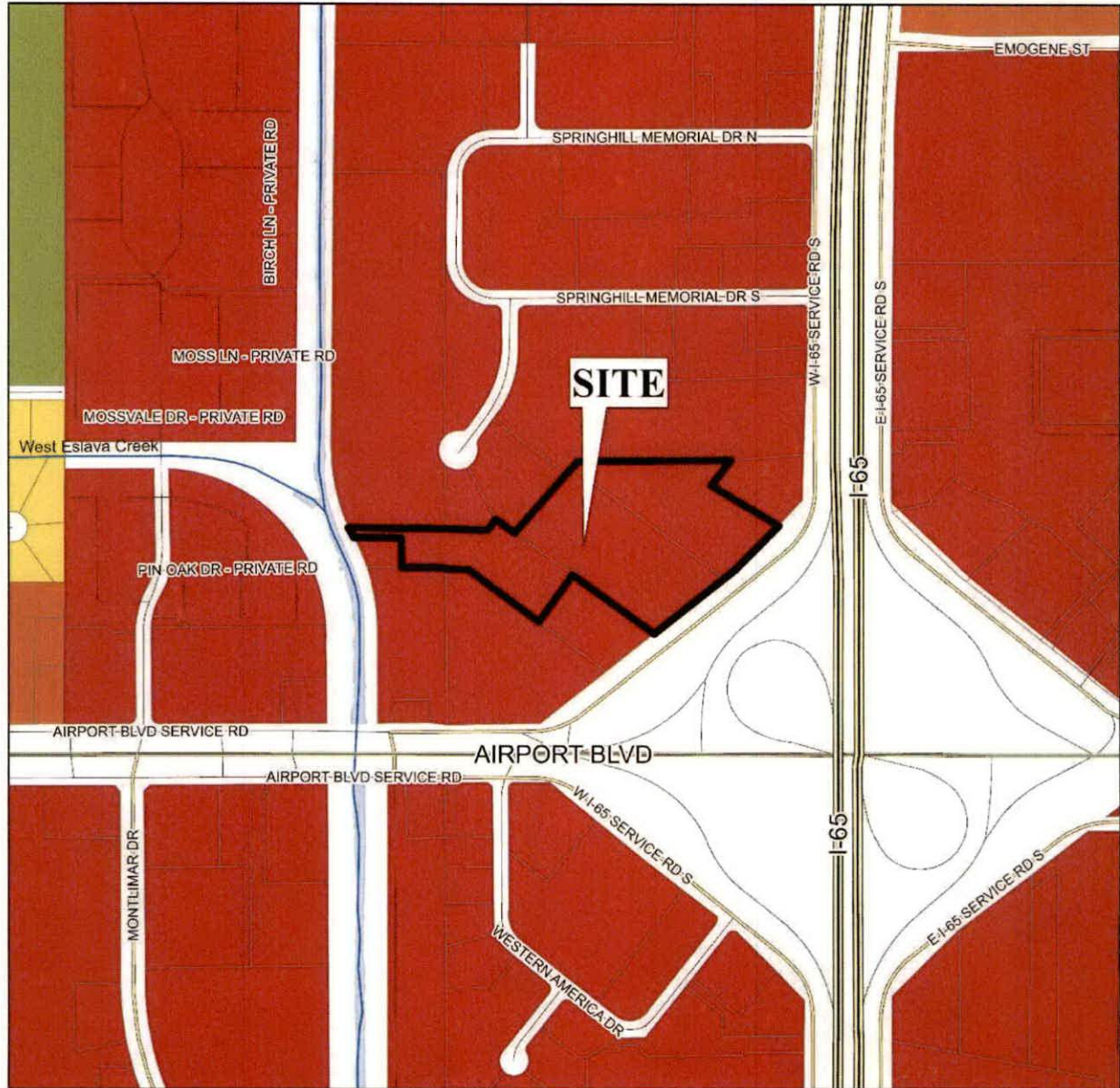
APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

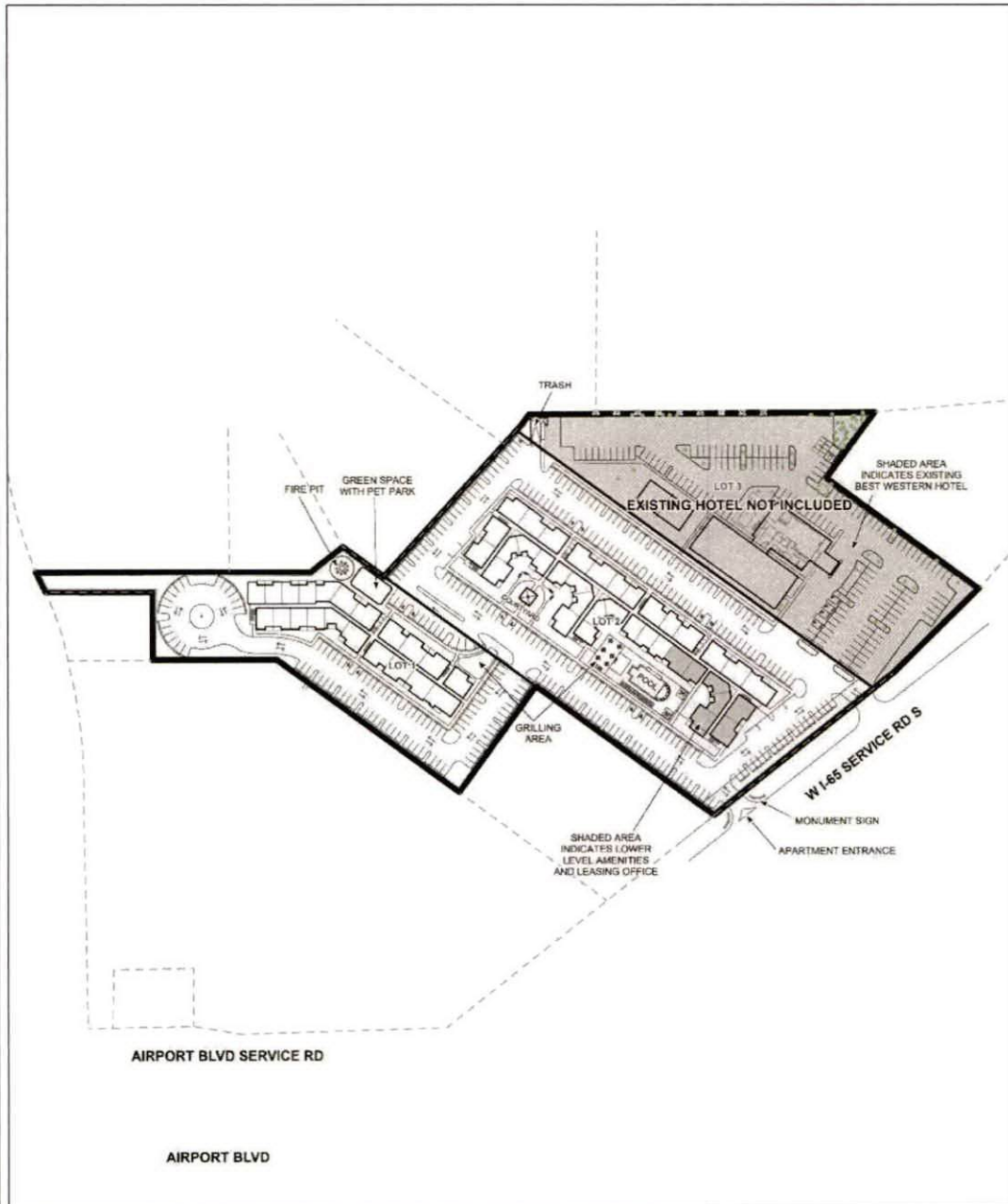
- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown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



The map illustrates the Airport Blvd. area in San Antonio, Texas. The central focus is a large red-shaded area labeled 'SITE' with a white pointer. Surrounding this site are various land uses: 'VAC LAND' (vacant land) in several locations, 'RETAIL' and 'HOTEL' buildings, 'MINI STORAGE' units, 'EQUIP RENTAL' (equipment rental), 'REST' (restaurants), 'VAC REST' (vacant restaurants), 'RECYCLING FACILITY', 'SUPERMARKET', 'CONVSTORE' (convenience store), 'UTIL' (utilities), and 'RETAIL OFFICE'. To the left of the site is West Esplanade Creek, and further left are residential areas labeled 'APT' (apartments). To the right of the site is a vertical road labeled 'WI-65-SERVICE-RD-S'. At the bottom of the map, horizontal roads are labeled 'AIRPORT-BLVD-SERVICE-RD', 'AIRPORT-BLVD', and 'AIRPORT BLVD SERVICE-RD'. The map also shows 'I-65' running vertically on the far right.

NTS

SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

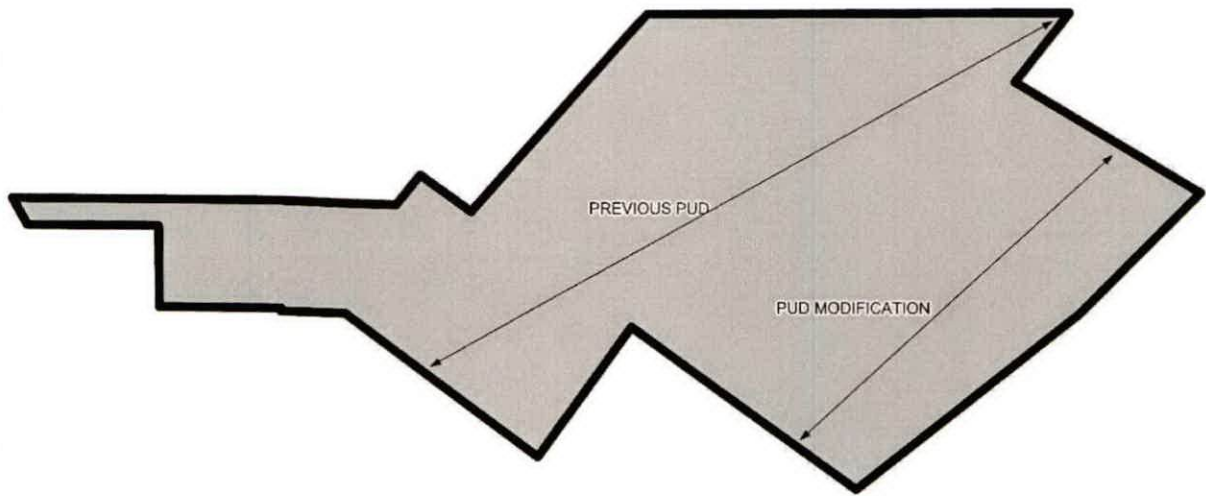
APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



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

Zoning District Correspondence Matrix

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



Agenda Item # 6

MOD-003422-2025

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

600, 700 & 800 West I-65 Service Road South

Applicant / Agent:

Ken Patel, A&R Development Group, LLC / James F. Watkins, Maynard, Nexsen, PC

Property Owner:

Shree Brahma Hospitality, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with nineteen (19) conditions.

Report Contents:

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Staff Comments	3
Commission Considerations	6
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025
 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST PUD Modification



SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
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Fire hydrant placement shall comply with the following minimum standards:

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A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, necessitating 332 spaces for the 221-unit development. The site plan includes a parking table indicating 332 proposed off-street parking spaces for the multi-family units and 134 existing spaces for the hotel on Lot 3. However, the site plan scale does not allow staff to verify compliance with the dimensional standards of Table 64-3-12.2. Therefore, if approved, the Final PUD Site Plan should depict compliance with all off-street parking requirements, including quantity and dimensions, for all three lots.

It is unclear whether curbing or wheel stops are included where vehicles may extend beyond parking spaces. This should be noted on the revised site plan, or the Final PUD Site Plan should be updated to illustrate wheel stops and pedestrian walkways connecting each parking area to the respective buildings.

Recent aerial imagery indicates a sidewalk was constructed along West I-65 Service Road; however, it is not shown on the site plan. Additionally, no pedestrian walkways from the sidewalk to the proposed buildings are illustrated, which is required under Article 3, Section 64-3-3 of the UDC. Upon approval, the existing sidewalk and all required pedestrian walkways must be shown on the revised site plan.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. Due to the current scale, compliance cannot be verified. The site plan should be revised to show drive aisles with a minimum width of 24 feet, unless the design is reconfigured for one-way circulation, which requires a minimum 14-foot width.

Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

- | | |
|---------------------------|--------------------------|
| 1. Site Frontage | 3. Building Form – Wall |
| 2. Building Form – Height | 4. Architectural Feature |

Maximum allowable height in the B-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the site plan. A note stating compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at permitting to verify compliance.

A trash compactor is shown on the site plan. A note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

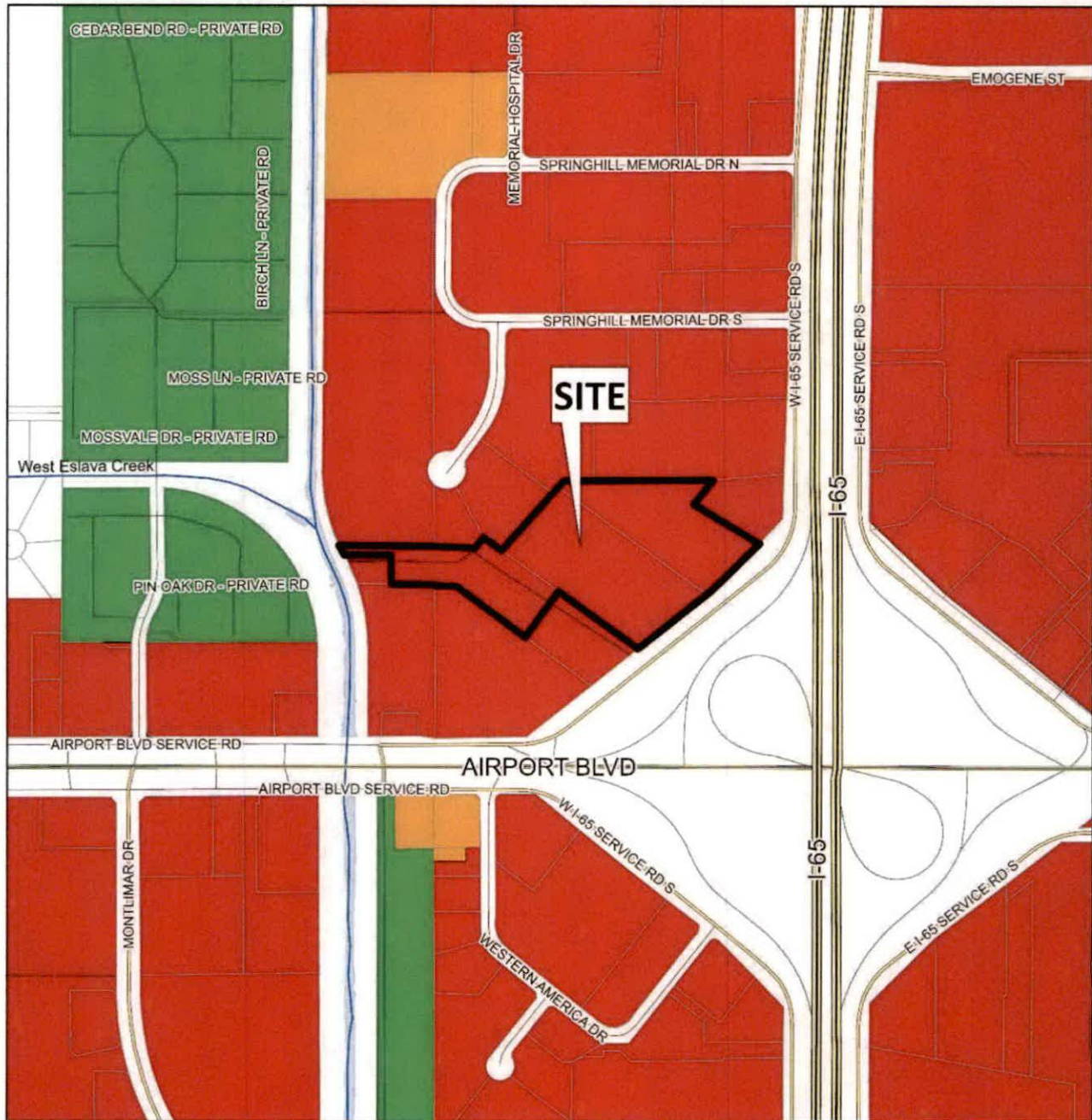
Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply. However, it should be noted that any proposed changes to existing lot lines will necessitate a holdover of the request until a Subdivision application is submitted to the Planning and Zoning Department for concurrent review:

1. Revision of the site plan to illustrate the required 25-foot front yard setback along West I-65 Service Road South;
2. Provision of lot sizes in square feet and acres, either directly on the revised site plan or via a table on the site plan;
3. Revision of the site plan to depict compliance with all off-street parking and drive aisle standards per Article 3, Section 64-3-12 of the UDC, including dimensions and two-way circulation requirements (unless reconfigured for one-way circulation);
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



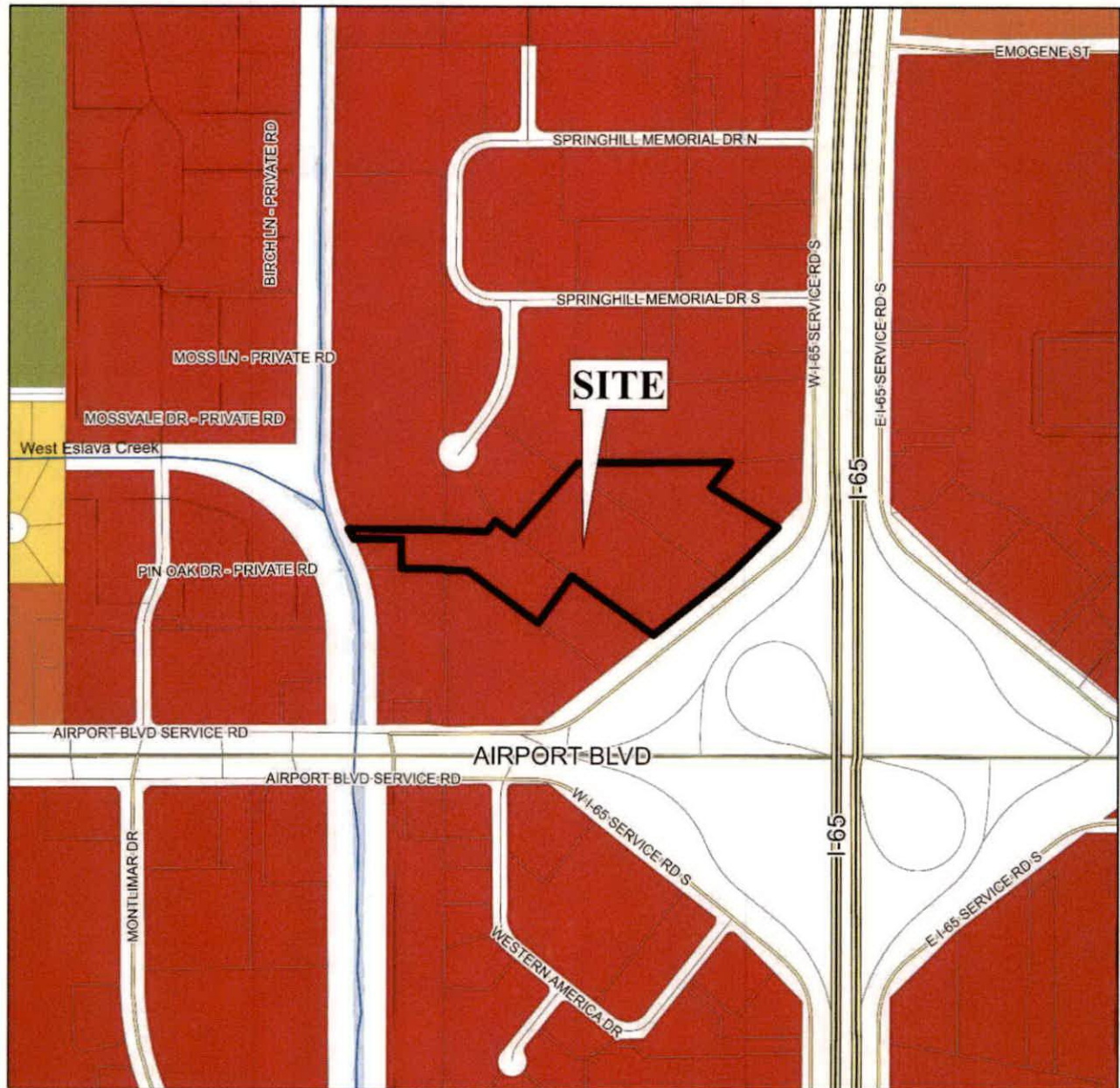
APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE August 21, 2025

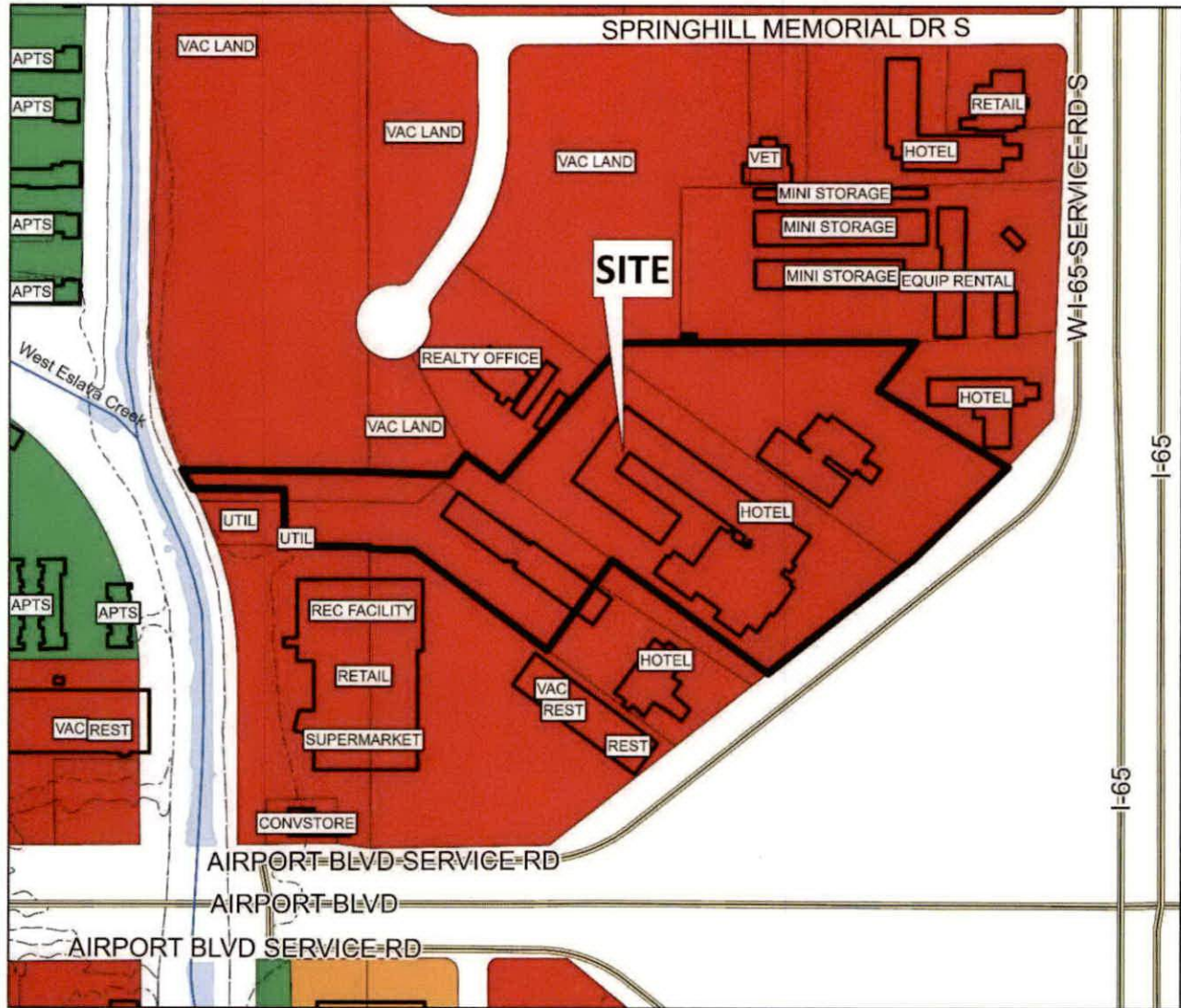
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

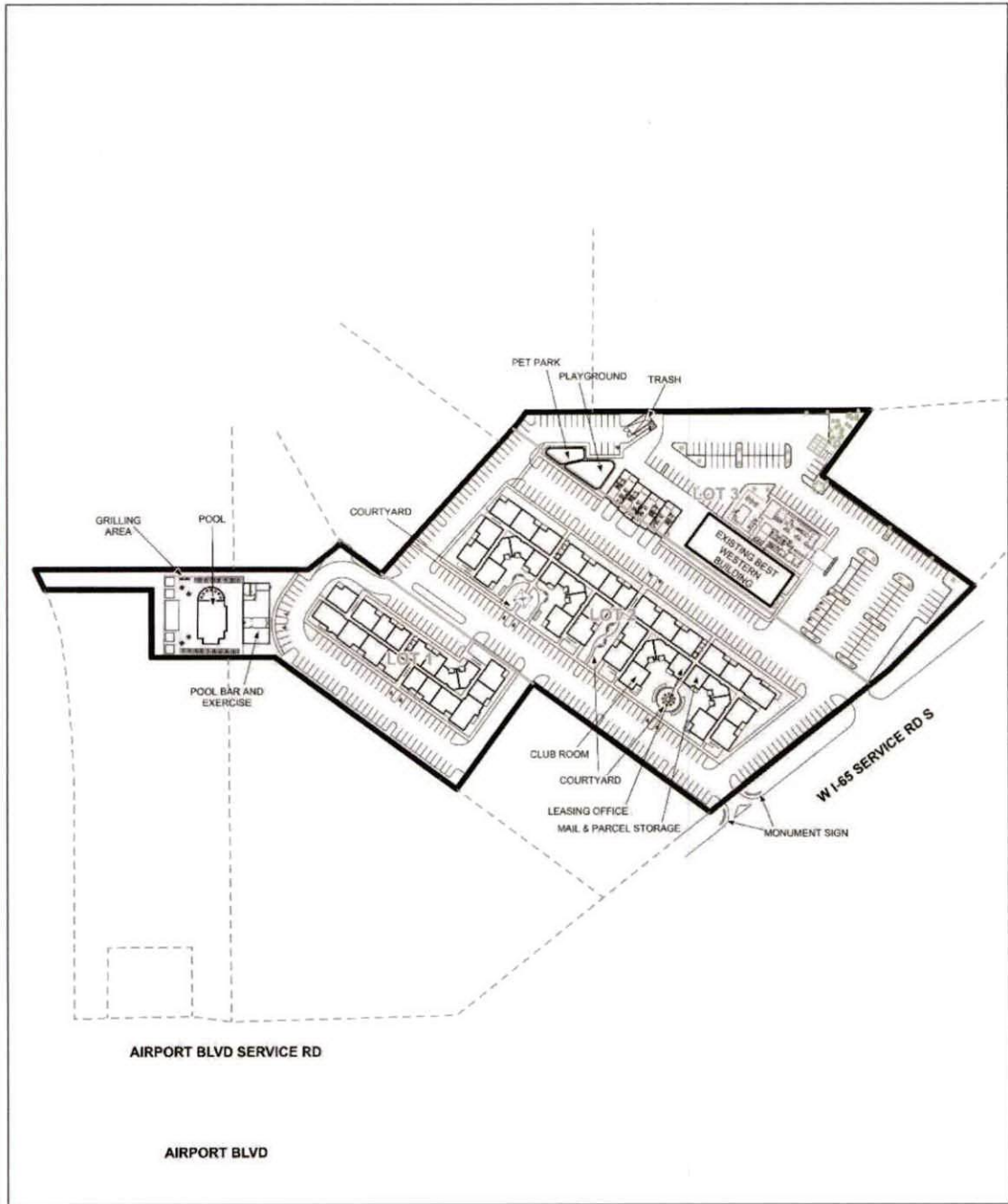
REQUEST PUD Modification

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



NTS

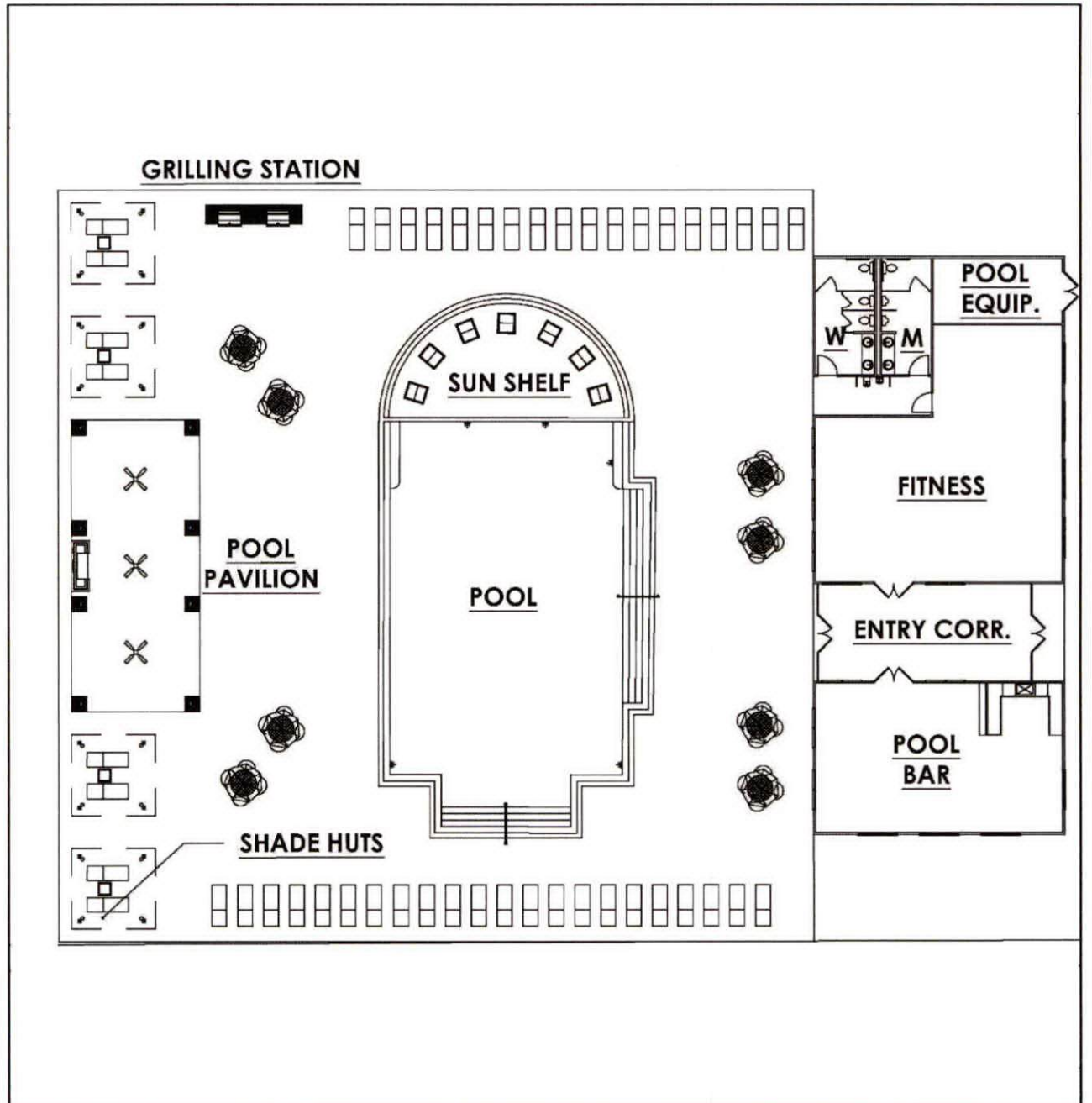
SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

APPLICATION NUMBER	6	DATE	August 21, 2025	 NTS
APPLICANT	Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)			
REQUEST	PUD Modification			

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE August 21, 2025
 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST PUD Modification



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

Zoning District Correspondence Matrix

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Thu 9/25/2025 1:15 PM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Sabrina Mass

Date To Address Council: 2025-09-30

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address concerns of the District 2 issue of the election and address the city in change of governance and welcome ne city council member and Mayor.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2025-09-25 13:15:30

CITY CLERK'S OFFICE

MOBILE, AL

TH, SEP 25, PM1:53 RCVD

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant:

Stephen Marbut

PLEASE PRINT ALL INFORMATION

Home Phone Number:

N/A

Cell Number:

251-404-6510

Organization (if applicable)

Mailing Address of Applicant

231 Suzanne Circle Mobile

Telephone No.

E-mail address

Stephen.marbut3608@gmail.com

Location or address of event where amplification will be used

231 Suzanne Circle

Date of Event:

11/8/25

Starting Time

6pm

Ending Time

10pm

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

Type of Event:

party

Do you plan to sell alcohol at this event?

YES

☒ NO

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

From: [RJHILL II](#)
To: [Pafenbach, Lana](#)
Subject: 11/4 Agenda
Date: Thursday, October 30, 2025 1:54:22 PM

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

Madam Asst. City Clerk,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda.

I shall Present the following Items:

- * Recommend Amendment(s) to Council Rules Sec(s). 2-51, 2-52, 2-56, 2-62, 2-63, and 2-70;
- * Recommend Ordinance pertaining to the Approval of an Administration's Executive Staff and varying Board/Commission Appointments nominated by a Mayor;
- * Request updated Plans for Unassigned Fund Balance (or similar fiscal lines), Vehicle Inventory List, and Evaluation Report on Performance Contracts and Discretionary Spending.

Thank you for your attention to this matter. I will see you all on Monday and Tuesday.

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748



AN ORDINANCE TO AMEND CHAPTER 11, ARTICLE II, SECTION 11, OF THE CITY OF MOBILE MUNICIPAL CODE TO INCLUDE A SUBSECTION ENTITLED “ALABAMA CONSTRUCTION TRADE ACADEMY FUND FEES”.

Sponsored by: City Councilmembers Cory Penn (D1), C. J. Small (D3), Ben Reynolds, (D4), and Josh Woods, (D6)

WHEREAS, the City of Mobile recognizes the shortage of skilled trade workers in the residential construction industry; and

WHEREAS, Alabama Act 2025-398 affords municipalities with an opportunity to provide funding derived from specific building permit fees and specific other permit fees to the Alabama Construction Trade Academy Fund established in the State Treasury; and

WHEREAS, Act 2025-398 states, in part, that the Alabama Construction Trade Academy board may award grants to programs recognized by the Alabama Home Builders Foundation as a part of the Alabama Homebuilding Academy Network; and

WHEREAS, the Alabama Home Builders Foundation has submitted a letter addressed to Mobile city council members asserting that every dollar collected within the Mobile jurisdiction will be for the sole use of the South Alabama Homebuilding Academy (SAHA); and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 11, Article II, Section 11, of the City of Mobile Municipal Code is hereby amended by the addition of a Subsection entitled “Alabama Construction Trade Academy Fund Fees” and this Subsection shall read as follows:

Pursuant to Alabama Act 2025-398 there is hereby a fee of twenty dollars (\$20.00) levied on every building permit, mechanical permit, plumbing permit, electrical permit or any combination of these permits, and any other permit required for the construction or remodeling of a new or existing residence or structure as defined in Section 34-14A-2, Code of Alabama 1975.

- (1) Section 34-14A-2 defines a residence as a single unit providing complete independent residential living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- (2) Section 34-14A-2 defines a structure as a residence on a single lot, including a site-built home, a condominium, a duplex or multi-unit residential building consisting of not more than four residential units, or any improvement thereto.
- (3) All funds collected by the City pursuant to this subsection shall be remitted to the State Treasury’s Alabama Construction Trade Academy Fund in the manner and frequency preferred by the State.
- (4) Unless otherwise amended, this Subsection and the fees levied pursuant to it shall sunset, completely, effective September 30, 2030.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

To approve issuance of purchase order to Beard Equipment Company for two Bush Hog TDC tri-deck finishing mowers for Parks Dept.

Amount of Contract:

\$56,728.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251022 Beard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 28 October 2025 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Beard Equipment Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Beard Equipment Company for two Bush Hog TDC tri-deck finishing mowers for Parks Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$56,728.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>26851</u>	2025	(F7000) MOTOR POOL	TWO BUSH HOG TDC TRI-DECK FINISHING MOWERS FOR PARKS DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$56,728.00	<u>(22254) BEARD EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026851-00 FY 2025 PO 25014770 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Converted	Page 1
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

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

MOBILE, AL 36617

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	022254				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MULTI DECK ROTARY MOWER AS FOLLOWS: TDC SERIES FINISHING MOWER, 17" Additional Description Notes	2.00 EACH	28364.00000	56728.00

MULTI DECK ROTARY MOWER AS FOLLOWS:

TDC SERIES FINISHING MOWER, 17"

AS REQUESTED BY 2012-PARKS

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	56728.00
---	----------

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

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

[Requisition Link](#)

Requisition Total	56728.00
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***** Project Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026851-00 FY 2025 PO 25014770 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Converted	Page 2
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

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

MOBILE, AL 36617

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	022254				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E E0022	.CAPEQUIPMT.		56728.00	84734.06

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	56728.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	07/03/25	KIM CARMODY	Auto approved by: 91055604
Approved	07/03/25	DANIEL OTTO	
Approved	07/03/25	BRENDA RHODES	
Approved	07/03/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/03/25	RELYA MALLORY	Auto approved by: 910511034
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/30/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/30/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/30/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/30/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/30/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/30/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Alamo Group Ag Americas — Bush Hog

Road right-of-way equipment

#032525-ALO

Maturity Date: 5/15/2029

Website: bushhog.com 

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

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Products & Services

Sourcewell contract 032525-ALO-1 gives access to the following types of goods and services:

- Flex wing rotary cutters
- Single/multi spindle rotary
- Boom mowers
- Finishing mowers
- Flail shredders
- Skid steer brush cutters
- Landscape implements
- Tillage implements
- Construction implements
- Hay tools
- OEM parts
- Operator training (TMOST)

[Locate your local dealer or representative](#) 

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Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for one-year subscription for Adobe Acrobat Pro and Creative Cloud software licenses for City departments for MIT.

Amount of Contract:

\$114,317.70

Funding Source

General fund.

ATTACHMENTS:

1. 20251017 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 28 October 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for one-year subscription for Adobe Acrobat Pro and Creative Cloud software licenses for City departments for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$114,317.70

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2716</u>	2026	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR ADOBE ACROBAT PRO AND CREATIVE CLOUD SOFTWARE LICENSES FOR CITY DEPARTMENTS FOR MIT (AL STATE CONTRACT)	\$114,317.70	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1
--	--

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

PER STATE OF ALABAMA CONTRACT #MA230000003919 AND YOUR QUOTE #26498283.			
EMAIL PO TO: LEXI_STEWART@SHI.COM			
001 Adobe Sign for Enterprise Subscription (12 Months, up to 10,000 Transactions, Subscription Limit, SO#: 40291593) Adobe - Part#: 65315738 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.	1.00 EACH	26250.00000	26250.00
1 1000.10.23.5000.5000.5000.0000.0000.42115.			26250.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
Deliver To			
002 Adobe Acrobat Pro Enterprise Term License (Per User, 12 Months, SO#:	257.00 EACH	206.85000	53160.45

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105foia Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	40291593) Adobe - Part#: 65286686 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.			53160.45
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To			
003	Adobe Acrobat Standard Enterprise Term License (Per User, 12 Months, SO#: 40291593) Adobe - Part#: 65286683 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.	15.00 EACH	160.65000	2409.75
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2409.75

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3
===== Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To			
004	Adobe Creative Cloud Pro Term License (Per User, 12 Months, SO#: 40291593) Adobe - Part#: 65299026 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.	21.00 EACH	1312.50000	27562.50
1	1000.10.23.5000.5000.5000.0000.0000.42115.			27562.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To			
005	Adobe Creative Cloud Single App Pro Enterprise Term License (Per	10.00 EACH	493.50000	4935.00

=====	
Bill To	Requisition 00002716-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	
Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	kearney@cityofmobile.org
Tel#732-715-3197	
Fax 732-868-6055	

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	User, 12 Months, SO#: 40291593)			
	Adobe - Part#: 65300292 Contract			
	Name: NASPO SOFTWARE VALUE ADDED			
	RESELLER (SVAR) Contract #:			
	CTR060028 Subcontract #:			
	MA230000003919 Coverage Term:			
	11/18/2025 - 11/17/2026 Note: 12			
	months renewal.			

1	1000.10.23.5000.5000.5000.0000.0000.42115.	4935.00
---	--	---------

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To

[Requisition Link](#)

Requisition Total	114317.70
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.		
	114317.70	4318809.21
INFORMATION TECHNOLOGY EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	10/09/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/09/25	SCOTT KEARNEY	

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Approved 10/09/25 UDARA JAYASENA	Auto approved by:	91057606	
Approved 10/17/25 DONALD ROSE	Auto approved by:	9105fola	
Approved 10/17/25 SANDRA LEWIS	Auto approved by:	9105fola	
Approved 10/17/25 STEVEN KRONINGER	Auto approved by:	9105fola	
Approved 10/17/25 SAMANTHA COOLEY	Auto approved by:	9105fola	
Approved 10/17/25 ANNE FOLEY			
Approved 10/17/25 JOHN PAINE	Auto approved by:	9105fola	

Authorized By: _____ Date: _____

Signature

Contract Header

Contract

Software, Valued Added Reseller

Supplier

SHI INTERNATIONAL CORP

Linked Solicitation

NA

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000003919

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

Items

- [State of Alabama PA\(031623\).docx.pdf](#)
- [Cost Plus pricing NASPO SVAR - Alabama.pdf](#)

Item Name	Product Code	UOM
Software	2300000003919-01	Each
Software, consumption based only	2300000003919-02	USD
SHI PunchOut	shi	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Mobile Arena Furniture, Fixtures, and Equipment

Amount of Contract:

\$11,809,498

Funding Source

General Fund (Reimbursable)

ATTACHMENTS:

1. Resolution - Mobile Arena FFE

REVIEWERS:

Scott Collins

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the construction contract and construction budget for the new Mobile Arena includes \$11,809,498 for furniture, fixtures, and equipment (FF&E); and

WHEREAS, the purchase of furniture, fixtures, and equipment will be coordinated through the city's purchasing department and facilitated by Volkert, Inc., as part of the existing arena project contract between the City and Volkert; and

WHEREAS, the Oak View Group has committed \$15,000,000 to the City of Mobile for the Mobile Arena project; and

WHEREAS, it is desirable to establish and fund a capital project account to manage and perform the procurement of furniture, fixtures, and equipment (FF&E) for the new Mobile Arena concurrently with the arena construction; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that a capital project account entitled Mobile Arena FF&E be created, and \$11,809,498 is hereby approved to be transferred from the City's general fund operating account (formerly the unassigned fund balance) to the Mobile Arena FF&E capital account to be used to procure arena furniture, fixtures and equipment, and that the general fund shall be reimbursed these arena construction FF&E funds upon receipt of Mobile Arena funds received from the Oak View Group.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Authorize 3-year Service Contract with RGLG Inc d/b/a Service Master Services for janitorial services at various City of Mobile locations; \$311,988.00 per year; sponsored by Mayor Stimpson (submitted by Carleen Stout, Real Estate Asset Management Dept)

Amount of Contract:

\$311,988.00 per year

Funding Source

various funding sources

ATTACHMENTS:

1. Contract Packet for CivicPlus SC-024-25

REVIEWERS:

Katie Cassil
Carleen Stout
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: RGLG INC d/b/a SERVICE MASTER SERVICES

Project Name: SERVICE CONTRACT – VARIOUS LOCATIONS –
JANITORIAL SERVICES (3 YEARS)

Project Number: SC-024-25

Amount:	\$311,988.00	FIRST YEAR
	\$311,988.00	SECOND YEAR
	\$311,988.00	THIRD YEAR
	+ \$ 12,500.00	CONTINGENCY
	<u>\$948,464.00</u>	TOTAL CONTRACT

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

BETWEEN the OWNER: CITY OF MOBILE
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And the CONTRACTOR: RGLG Inc d/b/a ServiceMaster Services
2650 Fairway Drive
Mobile, Alabama 36606
(251) 344-5105

City Business License No.: 200347
City of Mobile Vendor No.: 191787
State Business Entity No.: 000-250-013

For the following PROJECT: SERVICE CONTRACT – VARIOUS LOCATIONS
JANITORIAL SERVICE

PROJECT NUMBER: SC-024-25



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and ServiceMaster Services, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued Project Manual for SC-024-25 on August 13, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance of Various Locations – Janitorial Service (the "Project"), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

- 2.1** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$948,464.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a Notice to Proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no Notice to Proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

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

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

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

11.0 OBLIGATIONS OF THE CITY

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

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

12.0 TERMINATION

- 12.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 12.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 below.
- 12.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- 12.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 12.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of

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

13.0 DISPUTE RESOLUTION

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

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In

such case, the Contractor shall refund to the City any money which has been paid for same.

14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon the City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Real Estate Asset Management Director Carleen Stout-

Clark or the Director's designated representative, Deputy Director of Planning and Administration Chad Holm.

- 16.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
P.O Box 1827
Mobile Alabama 36633-1827

CONTRACTOR:

ServiceMaster Services
c/o Jennifer Farrell
Contractor's Authorized Agent
Address 2650 Fairway Dr.
City, State, Zip 36606

- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

- 17.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing,

equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

- 18.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

19.0 WITHHOLDING PAYMENT DUE

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

20.0 CURE PLAN

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

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 PEER REVIEW/VALUE ENGINEERING

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

23.0 ANTI-BOYCOTT

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

24.0 NON-DISCRIMINATION

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

25.0 COMPLIANCE WITH IMMIGRATION LAW

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall

provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

26.0 MISCELLANEOUS

- 26.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 26.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 26.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 26.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 26.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 26.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 26.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 26.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

- 26.19 Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 26.20 Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Mayor, City of Mobile

Printed Name and Title

SERVICE CONTRACTOR:

RGLG Inc d/b/a ServiceMaster Services

Signature

Jennifer Farrell - V.P.

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

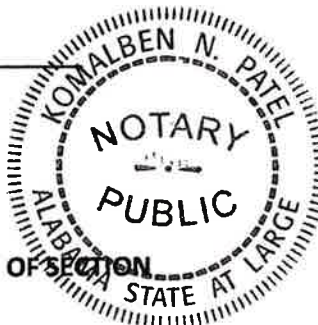
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jennifer Farrell as V. P. of Service Master and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 22nd day of September, 2025.

Komalben N. Patel
NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:

END OF SECTION



My Commission
Expires May 15, 2027

EXHIBIT A – SCOPE OF WORK

JANITORIAL SERVICE

August 13, 2025

Scope of Services: Provide and maintain Janitorial Services for Various City of Mobile Locations as set forth herein and as listed in Bid Form.

General:

- A.** Provide Janitorial Services in a careful manner with all necessary consideration for employees on site, facility neighbors and the public. While on duty, Service Contractor's employees shall be neat in appearance and wear or have proper identification on their persons. Service Contractor employees will be required to wear company uniforms. Avoid interference or extended conversation with site employees and ensure clear passage to and from adjacent buildings and facilities is maintained.
- B.** If Service Contractor causes damages to any portion of the facility during the course of work, the Service Contractor shall immediately notify the Facility Manager or Building Services staff and shall have all repairs or replacements made at no cost to the Owner.
- C.** Schedule: Facilities are to be serviced on the scheduled date. (After the contract is awarded, Building Services can negotiate set dates and times for each facility). Changes to established cleaning times must be requested and approved by the specific site representative or a member of the Building Services staff.
- D.** Routine Services Definitions: All services performed, and products utilized by the Contractor under this Agreement shall adhere to industry standards and best practices applicable to the cleaning services industry. This includes, but is not limited to, the use of appropriate cleaning techniques, equipment, and cleaning products in compliance with all relevant laws, codes, and regulations.
 - **Trash Service:** Empty Waste Baskets/Trash Can; remove and dispose of all trash in waste receptacles, replace liners as appropriate, and place all trash removed in the designated trash receptacle on site.
 - **Clean Floors:** Sweep and vacuum as appropriate and mop hard surfaces. The Contractor shall ensure that clean water is used for all damp mopping of non-carpeted floors and that mop water is changed frequently to maintain cleanliness. Mop heads are to be kept in clean and good working order throughout the term of this contract. Mop heads should be replaced when they show signs of wear and tear, such as discoloration, frayed fibers, pieces falling off, or unpleasant odor. Stairwells, lobbies, breakrooms, elevators, and all areas unique to each location are to be included.
 - **Clean and Sanitize Restrooms:** Clean and disinfect all fixtures, flat surfaces, mirrors, container, walls, and shower stalls. Sweep, mop, and sanitize floors, leaving no standing water. Refill all dispensers to normal limits including paper towels, soap, tissue, towels, liners, etc.

- Breakrooms: Clean and disinfect fixtures, counters, tables, chairs, and sinks.
- Clean and Sanitize Drinking Fountains: Clean fixture exterior surfaces with disinfectant and wipe all surfaces free of water spots.
- Surface Dusting: Wipe down all counter tops, tables, handrails, trim, flat surfaces.
- Interior Glass Cleaning: Use industry recognized standard window cleaning solution to clean interior glass on all interior windows, doors, lobby partitions, ect.

E. Scheduled Services Definitions:

- Deep Cleaning: Days to be scheduled in advance with Contract Administrator or Managing Site Personnel. Deep Cleaning Services to be provided include:
 - Surface cleaning of air returns, ceiling vents, and diffusers.
 - High dusting of shelves, trim, walls, pictures, artwork, cabinetry, chair rails, base boards, etc.
 - Clean and sanitize kickplates, light switches, door handles, railings.
 - Clean, vacuum, and polish furniture.
 - Clean the interior of all exterior glass windows.
 - Dust blinds.
- Floor Maintenance: Floor striping and waxing, or carpet steam cleaning.
 - All VCT Flooring to be stripped and waxed using industry recognized product and procedures with two coats of wax applied. Floors to be properly swept before work is to be completed.
 - Service Contractor's employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by equipment and cleaning materials.
 - Thoroughly machine shampoo using rotary discs and non-soiling shampoo solutions. Clean and rinse using high performance extraction equipment. Deodorize with industry recognized chemical agents to control odors. Vacuum the day after shampooing.

F. Scope of Work Exhibits:

- Janitorial Service Cross Reference Chart
The table below cross-references items in the contracted Scope of Work with each site. The Facility is listed on the far-left column, the Service provided is listed across the top and the Frequency performed is indicated within the chart.
- Site Locations: Provides approximate square footage for each site location.
- Floor Plans: Site floor plans for each location. Sites with multiple departments located within a shared site are marked accordingly.

G. Additional Services:

- If, during the course of work, and unforeseen condition arises, the Service Contractor will immediately provide the City a written report to include detailed description and cost estimate for additional work required using the rates listed in this Agreement. No work may be performed without written approval by the City.

Janitorial Cross Reference Chart

Routine Cleaning Schedule		Scheduled Services	
(D) Daily -Monday – Friday (D/S) Daily with Saturday Service (1xW) One Time Per Week (2xW) Two Times Per Week (3xW) Three Times Per Week (M) Monthly (5xW) Mon, Wed, Fri, Sat, and Sun.		Deep Cleaning Schedule Per Year	Floor Strip & Waxed / Carpet Shampoo Per Year
		(2x)	(1x)
		(4x)	(2x)
			(4x)

Routine Cleaning Schedule								Scheduled Services	
Facility Name	Trash Service	Floor Sweeping/ Mopping /	Restrooms	Breakrooms	Drinking Fountains	Surface Dusting	Interior Glass Cleaning	Deep Cleaning Per Year	Floor Strip and Waxed / Carpet Shampoo Per Year
200 Gov't St 1 st Floor "A" C.R.O.	D	D	D	D	D	D	1xW	4x	4x
200 Gov't St 2 nd Floor East "B" H.B.D.	D	D	D	D	D	D	1xW	4x	4x
200 Gov't St 2 nd Floor West Side "C" Community Affairs	3xW	3xW	3xW	3xW	3xW	3xW	1xW	2x	2x
200 Gov't St 3 rd Floor "D" O.P.R.	2xW	2xW	2xW	2xW	2xW	2xW	1xW	2x	1x
Animal Shelter	D	D	D	D	D	D	1xW	2x	2x
Animal Shelter Admin (Formerly MPD Mounted)	2xW	2xW	2xW	2xW	2xW	2xW	1xW	2x	2x
MPD Police Academy	3xW	3xW	3xW	3xW	3xW	3xW	1xW	2x	2x
MPD Special OPS	3xW	3xW	3xW	3xW	3xW	3xW	1xW	2x	2x
MPD 1st Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW	2x	N/A

MPD 2nd Precinct	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD 3rd Precinct	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD 4th Precinct- Public Safety Ctr	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD Headquarters	D	D	D	D	D	D	1x W
MPD Impound Lot	2x W	2xW	2x W	2x W	2x W	2x W	1x W
MPD Traffic Division ¹	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD Crime Prevention	1x W	1xW	1x W	1x W	1x W	1x W	1x W
Electrical Department	3x W	3xW	3x W	3x W	3x W	3x W	1x W
Traffic Engineering Dept	3x W	3xW	3x W	3x W	3x W	3x W	1x W
Public Buildings Dept	2x W	2xW	2x W	2x W	2x W	2x W	1x W
Public Works Complex Offices, Restrooms, and Break Areas	D	D	D	D	D	D	1x W
Hurtel Admin Complex "A" Public Service Admin	D	D	D	D	D	D	1x W
Hurtel Admin Complex "B" Engineering Dept	D	D	D	D	D	D	1x W
Hurtel Admin Complex "C" Dept TBD	D	D	D	D	D	D	1x W
Municipal Archives	2x W	2xW	2x W	2x W	2x W	2x W	1x W
Tardy Cottage	2x W	2xW	2x W	2x W	2x W	2x W	1x W
Technology Center	D	D	D	D	D	D	1x W
Western Admin Complex (WAC)	3x W	3xW	3x W	3x W	3x W	3x W	1x W
Azalea City Gold Course Clubhouse	5x W	5xW	5x W	5x W	5x W	5x W	1x W

2x	2x
2x	2x
2x	4x
2x	2x
2x	2x
2x	2x
2x	2x
2x	N/A
2x	N/A
2x	2x
2x	2x
4x	4x
4x	4x
2x	2x
2x	2x
2x	2x
4x	2x
2x	N/A

Buick Building – 1 st Floor	2x W	2xW	2x W	2x W	2x W	2x W	1x W	4x	4x
Buick Building – 2 nd Floor	2x W	2xW	2x W	2x W	2x W	2x W	1x W	4x	4x ²

Location Specific Services:

To include the exterior restroom on the adjacent building.¹

The 2nd floor offices contain antique hardwood and the quarterly floor service will consist of standard industry practices for maintaining this material.

Site Locations– Approx. Square Footage

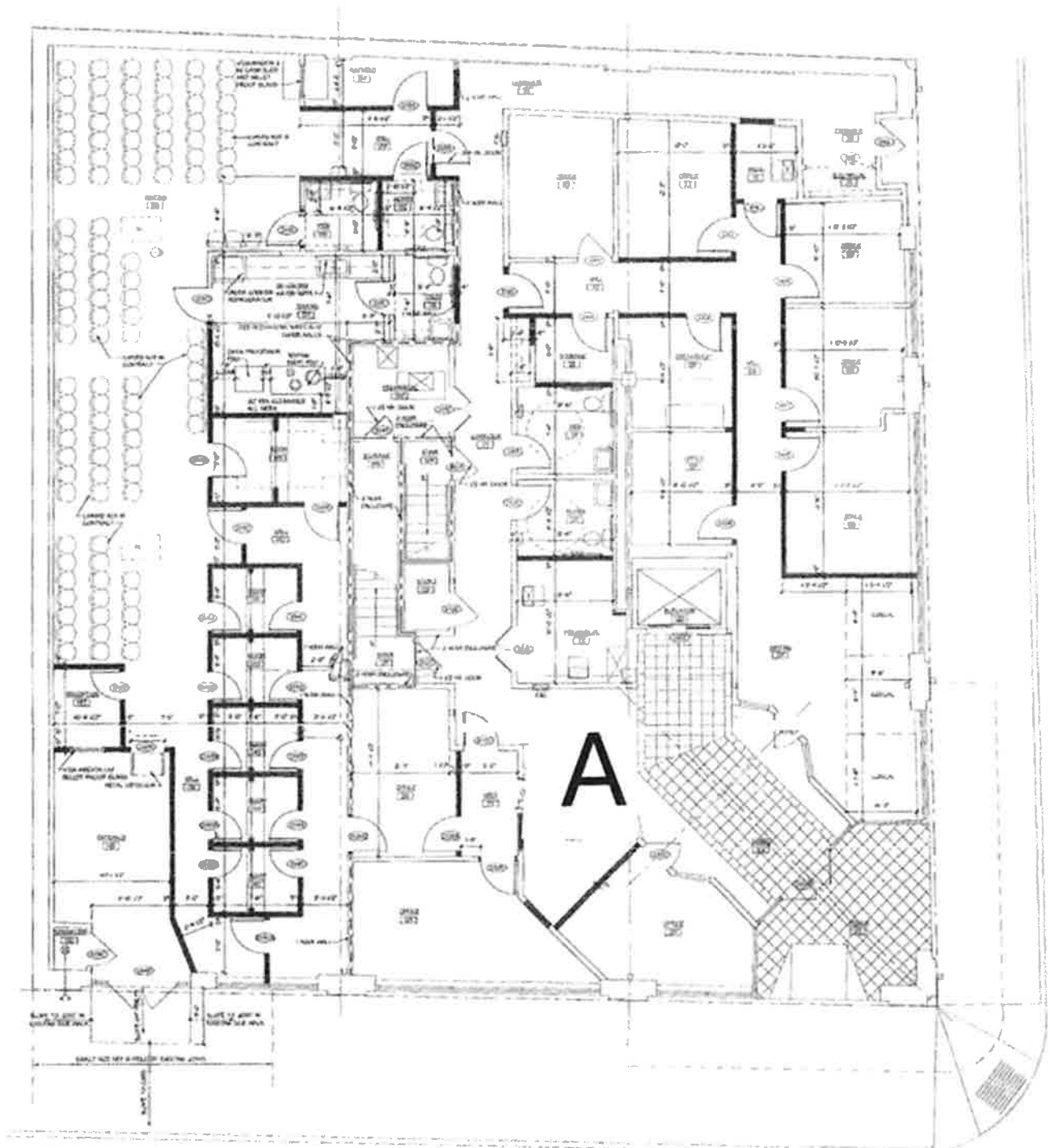
LOCATION	ADDRESS	SQ FOOTAGE
200 Government St-1 st Floor “A”-C.R.O	200 Government St.	5,000*
200 Government St-2 nd Floor East “B”-H.B.D.	200 Government St.	2,000*
200 Government St-2 nd Floor West “C”-Community Affairs	200 Government St.	3,000*
200 Government St-3 rd Floor “D”-O.P.R.	200 Government St.	5,000*
Animal Shelter	855 Owens St.	1,700
Animal Shelter Admin (Formerly MPD Mounted)	1251 Virginia St.	1,500*
Electrical Department	854 Gayle St.	5,000*
MPD Academy	1251 Virginia St.	8,900
MPD-Special Ops Building	850 St. Anthony St.	27,430
MPD Precinct #1	2601 Dauphin Island Parkway	15,038
MPD Precinct #2	5441 Hwy 90W, Suite C	9,384
MPD Precinct #3	2165 St. Stephens Rd.	9,735
MPD Precinct #4-PSC	8080 Airport Blvd.	9,500
MPD HQ	2460 Government St.	37,760
MPD Impound Lot	1251B Virginia St.	6,100
MPD Traffic Division	850 Virginia St.	6,700
MPD Crime Prevention	2407 Airport Blvd.	2,000*
Electrical Department	854 Gayle St.	5,000*
Traffic Engineering	852 Gayle St.	3,500
Public Building Department	850 Owen St.	3,000*
Public Works Complex Offices, Restrooms, and Break Areas	770 Gayle St.	10,000*
Hurtel Admin Complex “A” Public Service Admin	1900 Hurtel St.	17,000*

Hurtel Admin Complex "B" Engineering Dept	1900 Hurtel St.	4,000*
Hurtel Admin Complex "C" Dept TBD	1900 Hurtel St.	2,000*
Municipal Archives	457 Church St.	18,200
Tardy Cottage	104 S. Lawrence St.	5,500
Technology Center	651 Church St.	7,725
Western Admin Complex	4851 Museum Dr.	39,600
Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	7,900
Buick Building – 1 st Floor	455 St. Louis St.	4,500*
Buick Building – 2 nd Floor	455 St. Louis St.	5,500*

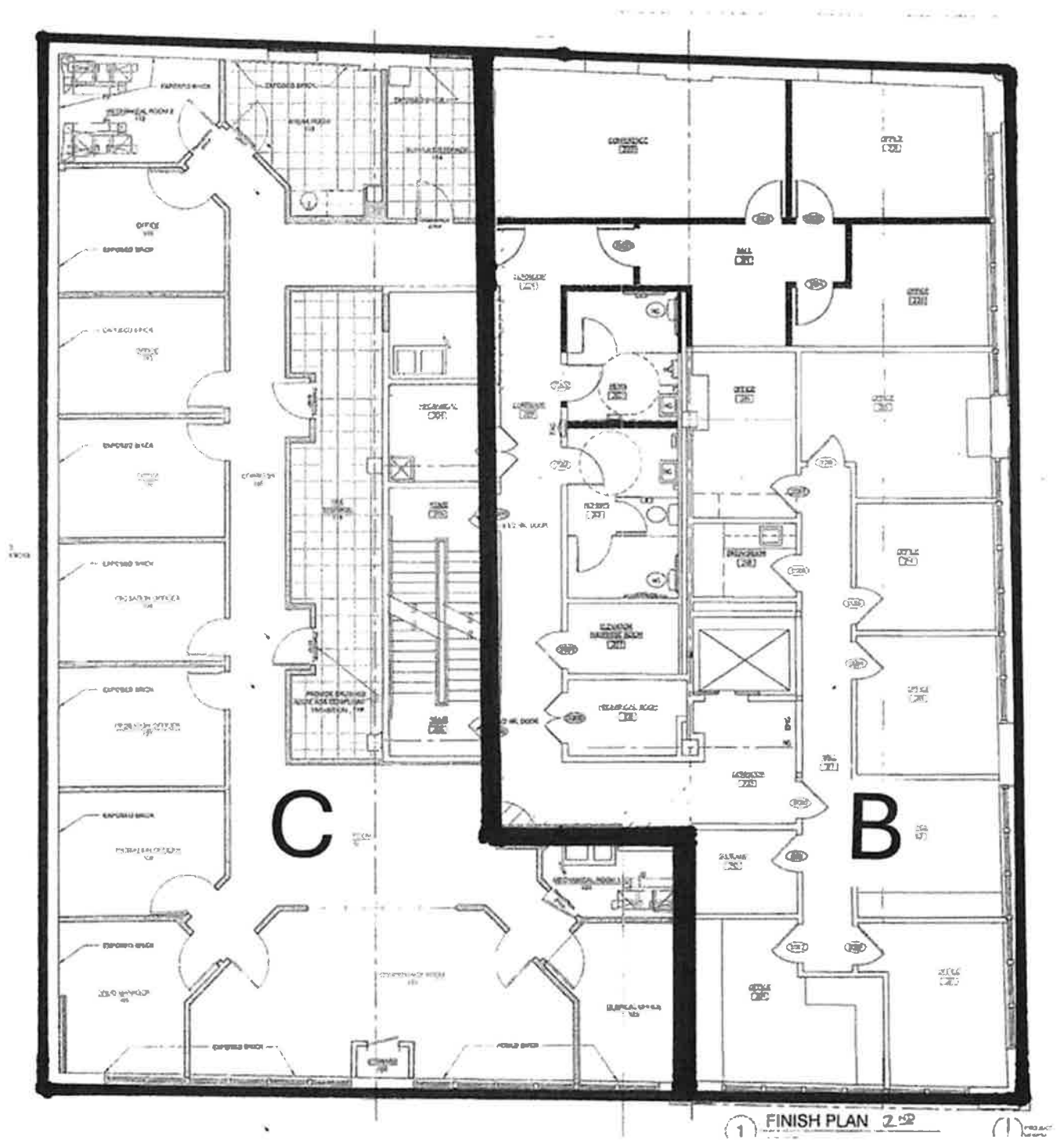
*** Approximate square footage, Service Contractor to verify exact dimensions.**

Site Maps

200 Government St – 1st Floor

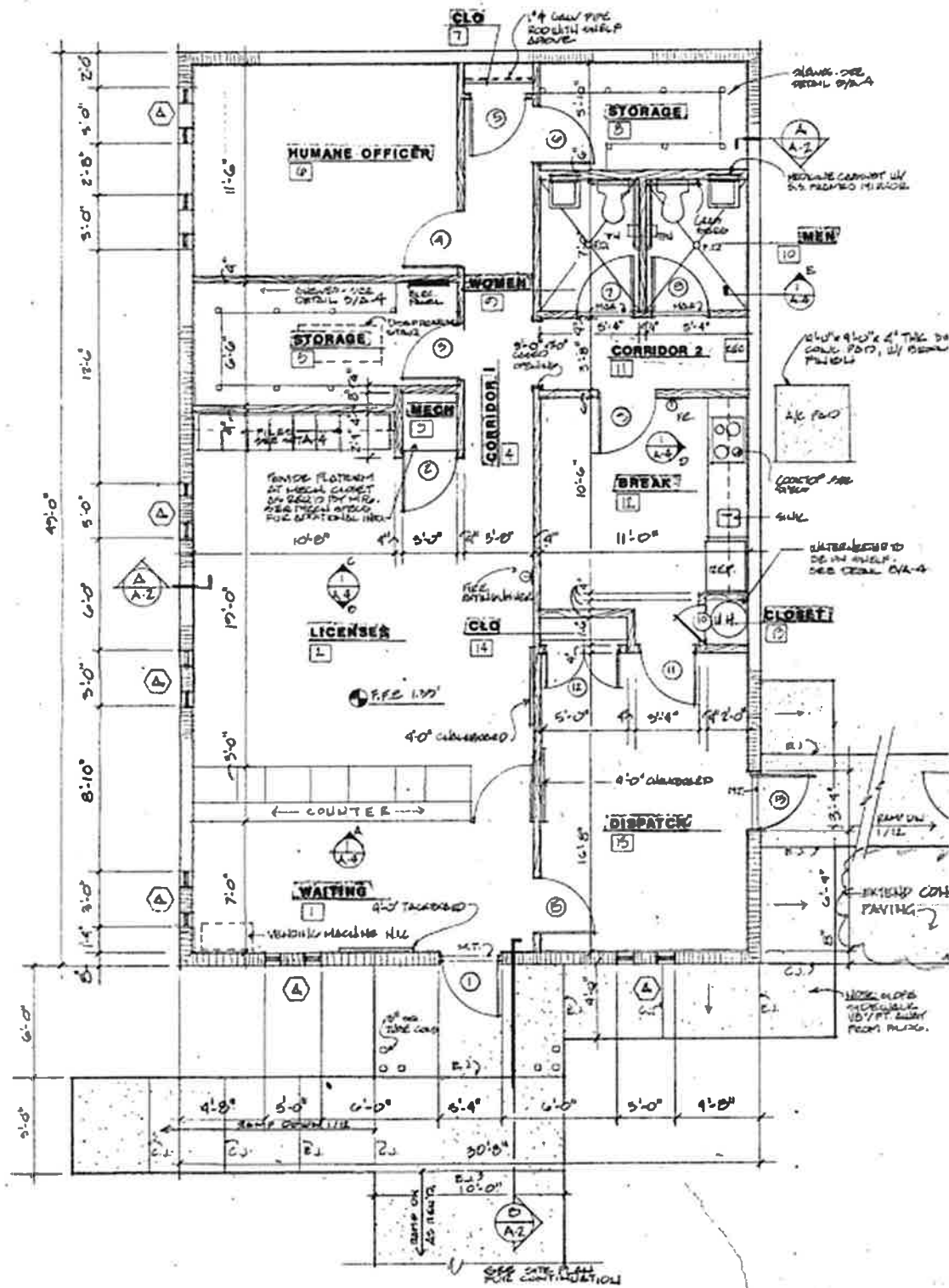


200 Government St – 2nd Floor

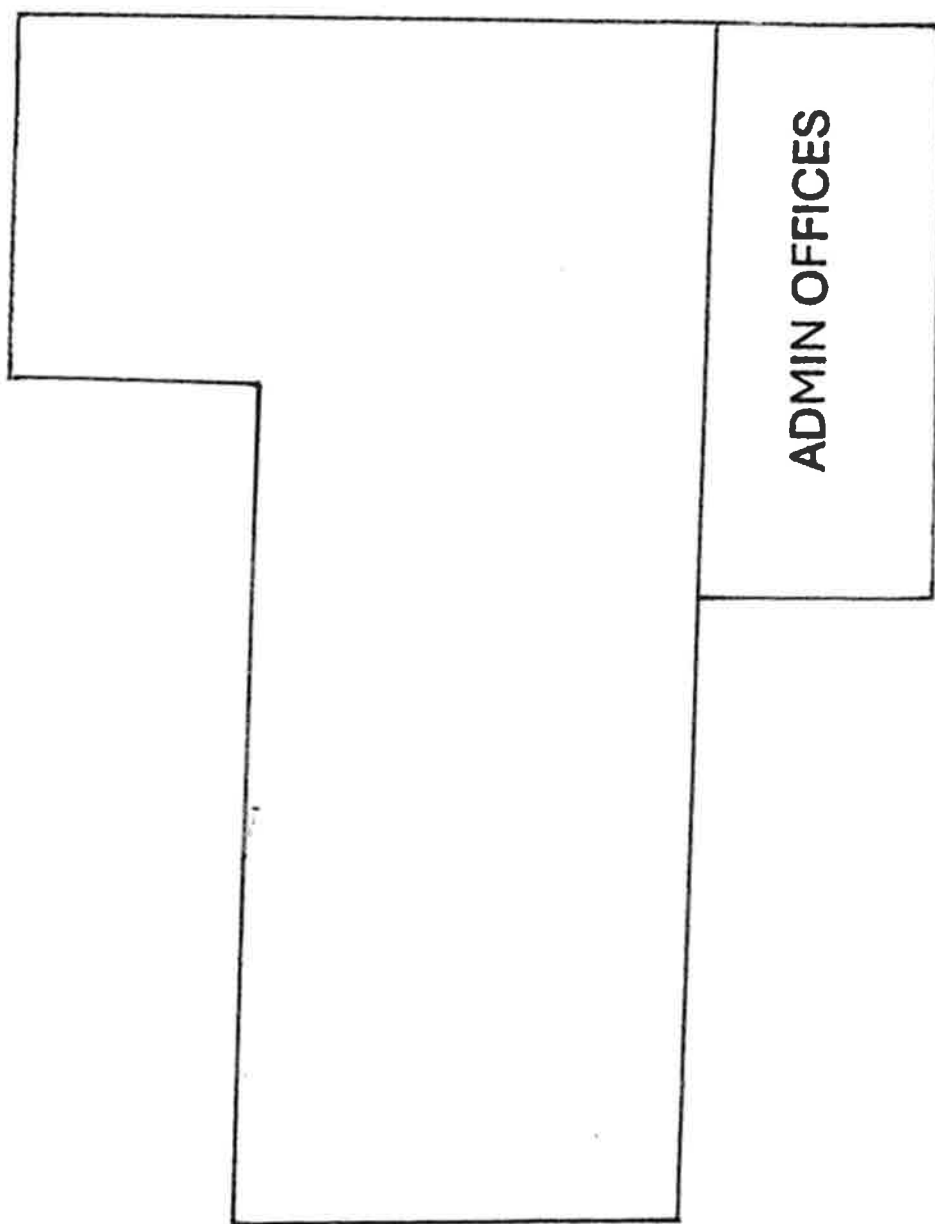


3RD FLOOR PLAN

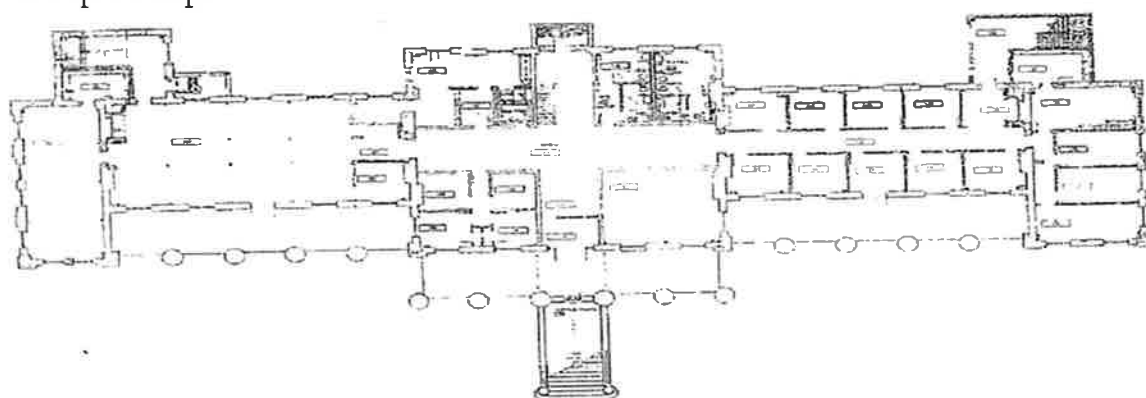
Animal Shelter



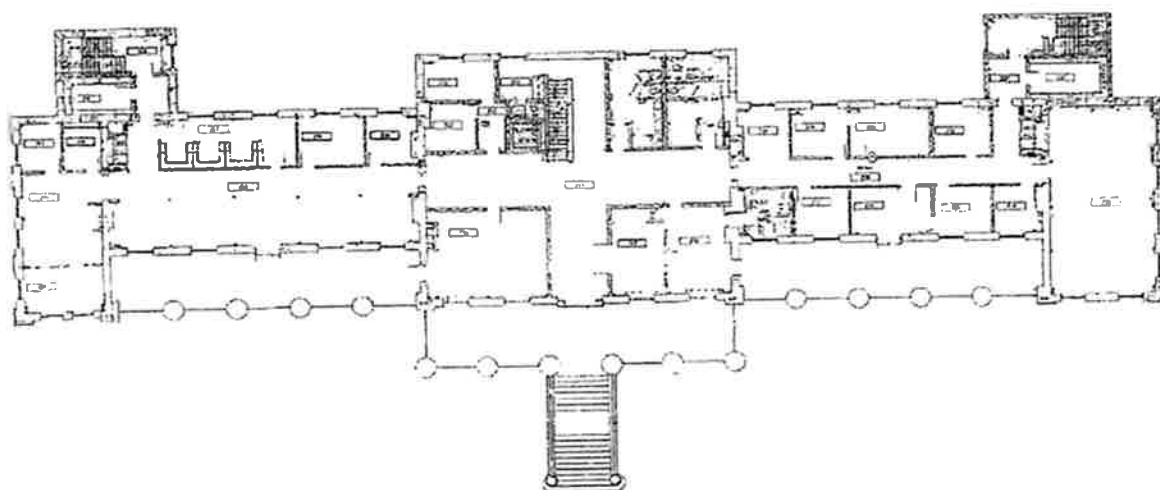
FLOOR PLAN
Scale: 1/4" = 1'-0"



MPD Special Ops



POLICE DEPARTMENT
850 ST. ANTHONY ST.
FIRST FLOOR
NOT TO SCALE

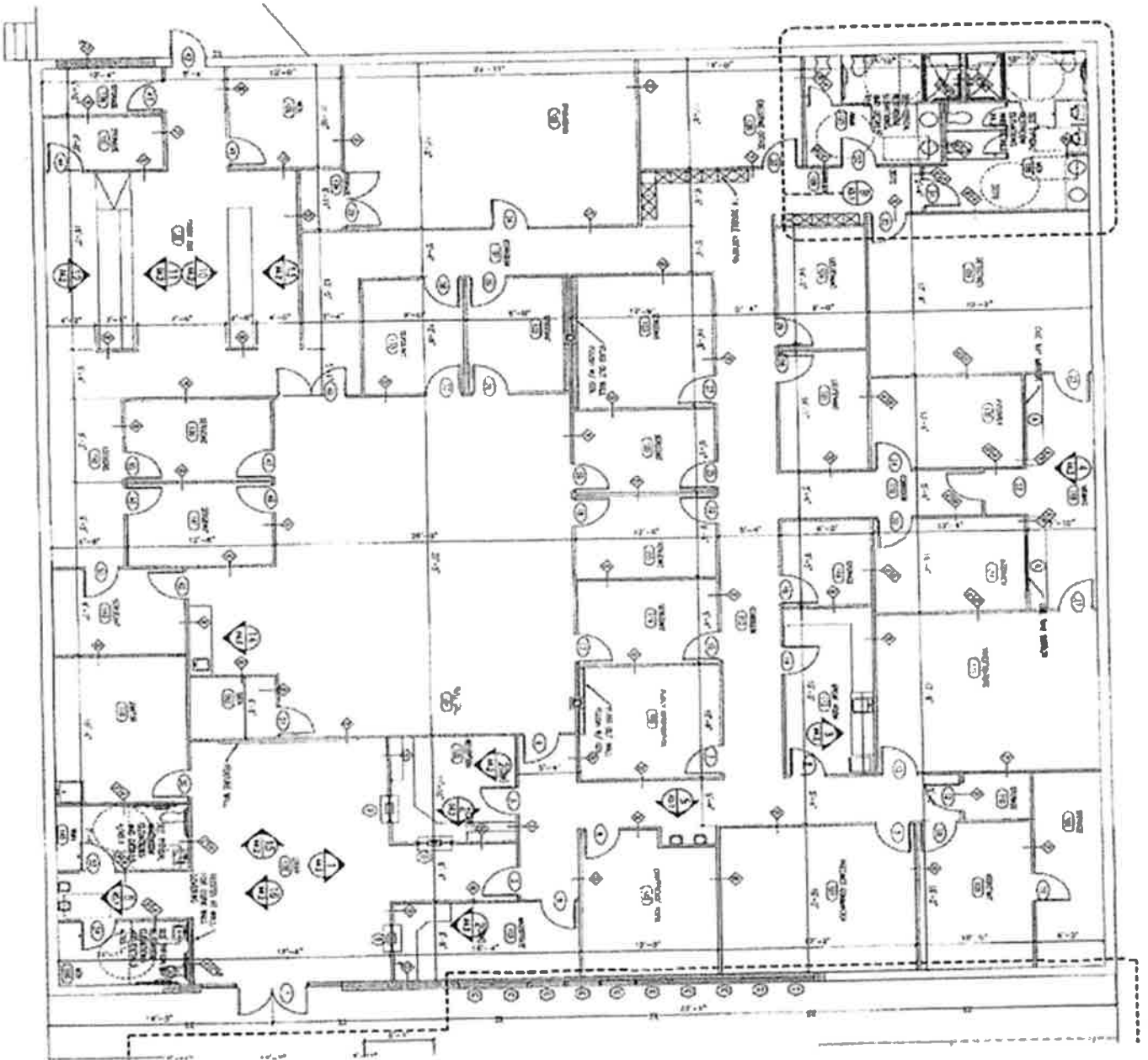


POLICE DEPARTMENT
850 ST. ANTHONY ST.
SECOND FLOOR
NOT TO SCALE

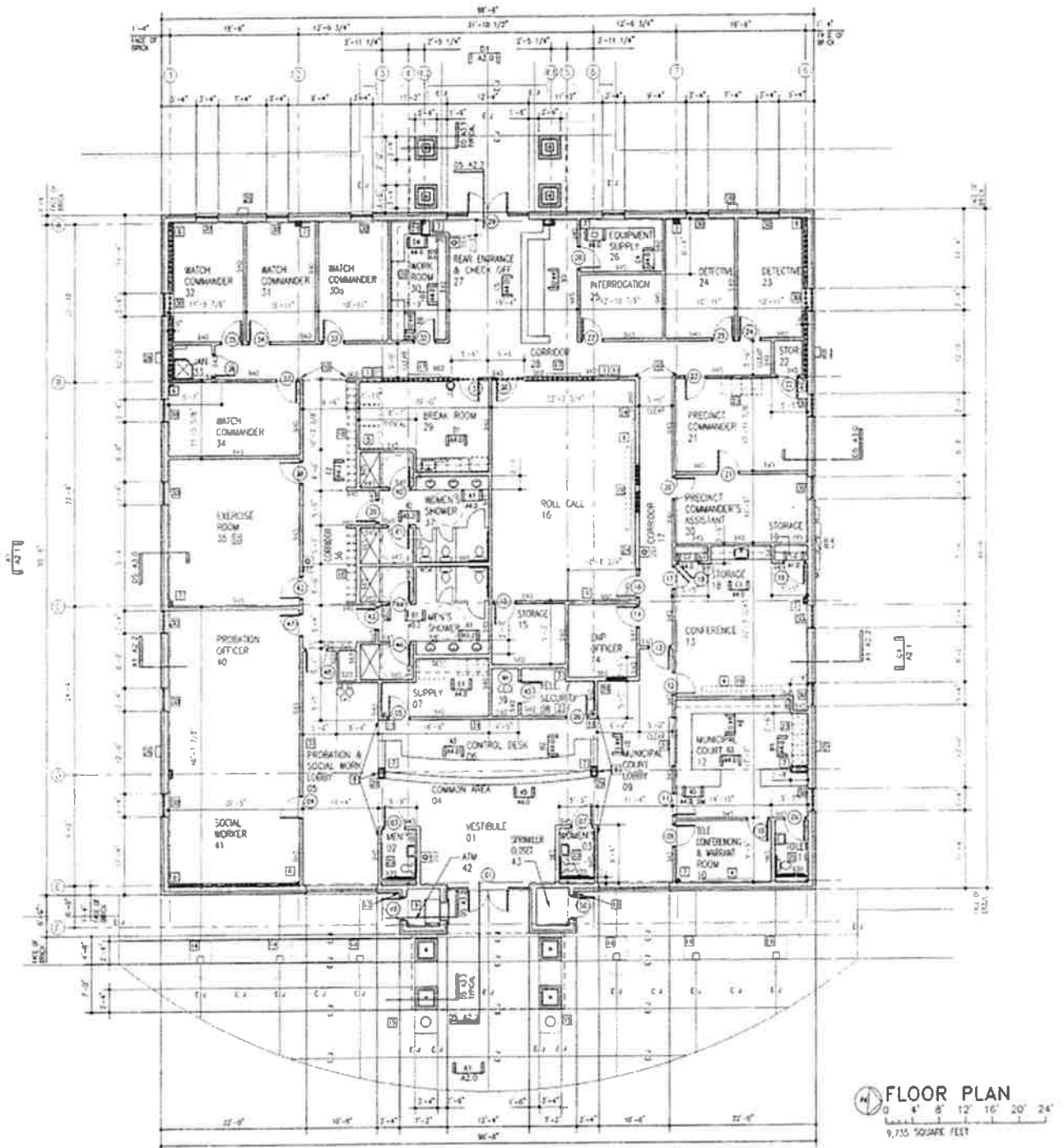


POLICE DEPARTMENT
850 ST. ANTHONY ST.
THIRD FLOOR
NOT TO SCALE

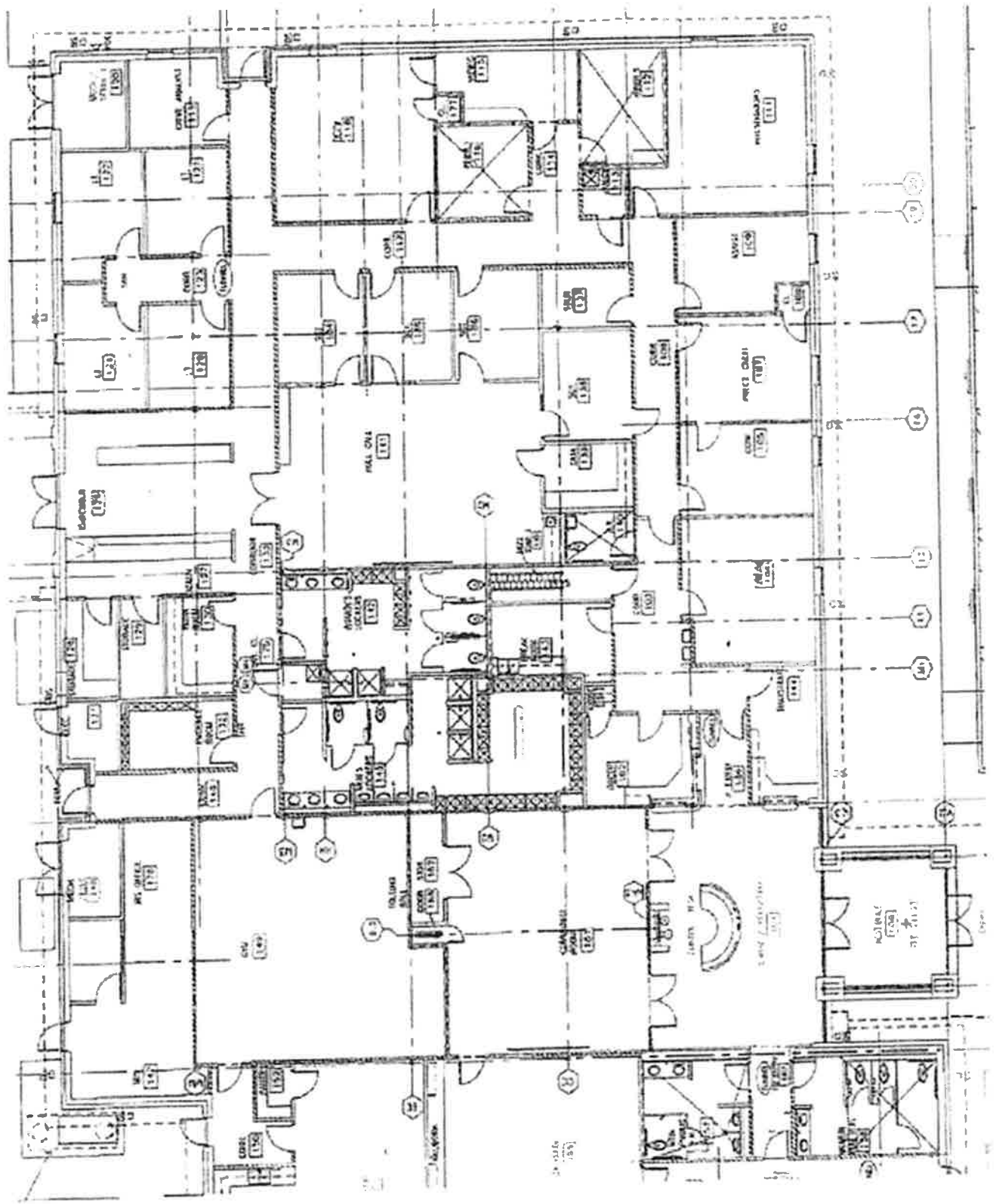
MPD Precinct #2



MPD Precinct #3

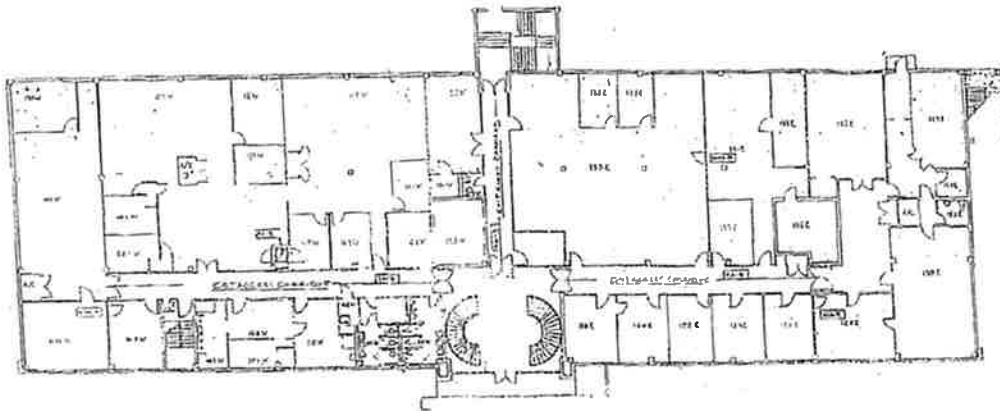


MPD Precinct #4 (Public Safety Complex)

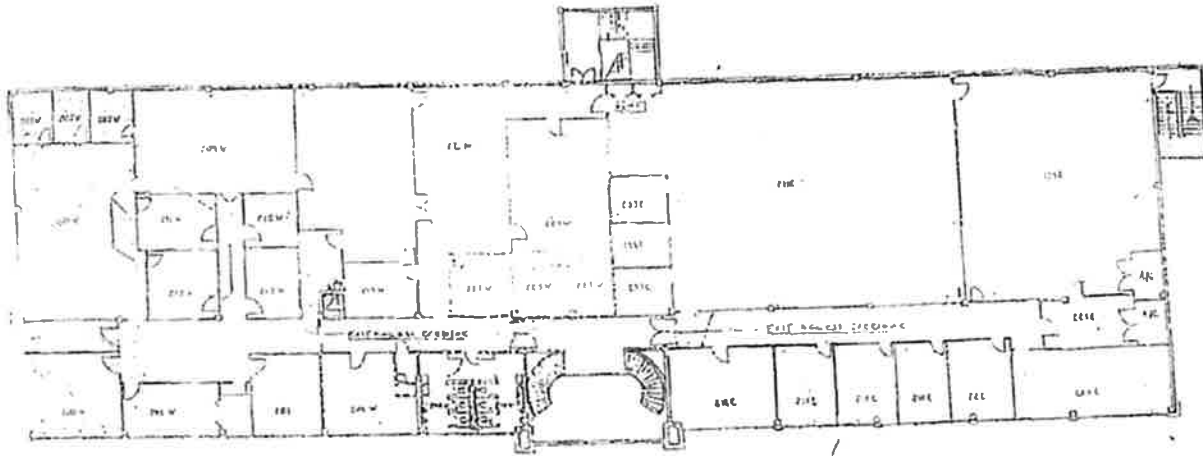


MPD Headquarters

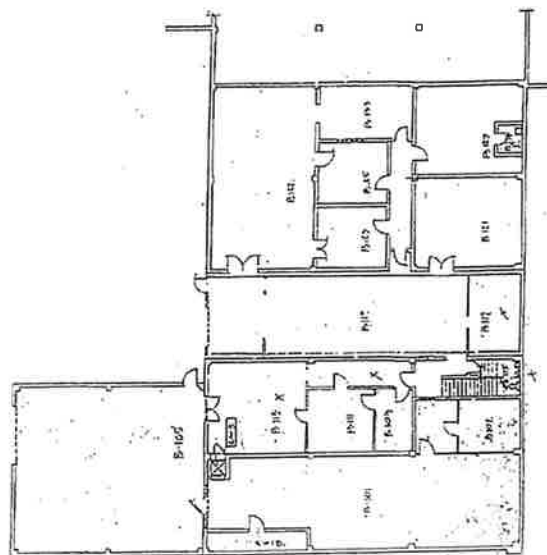
1st Floor



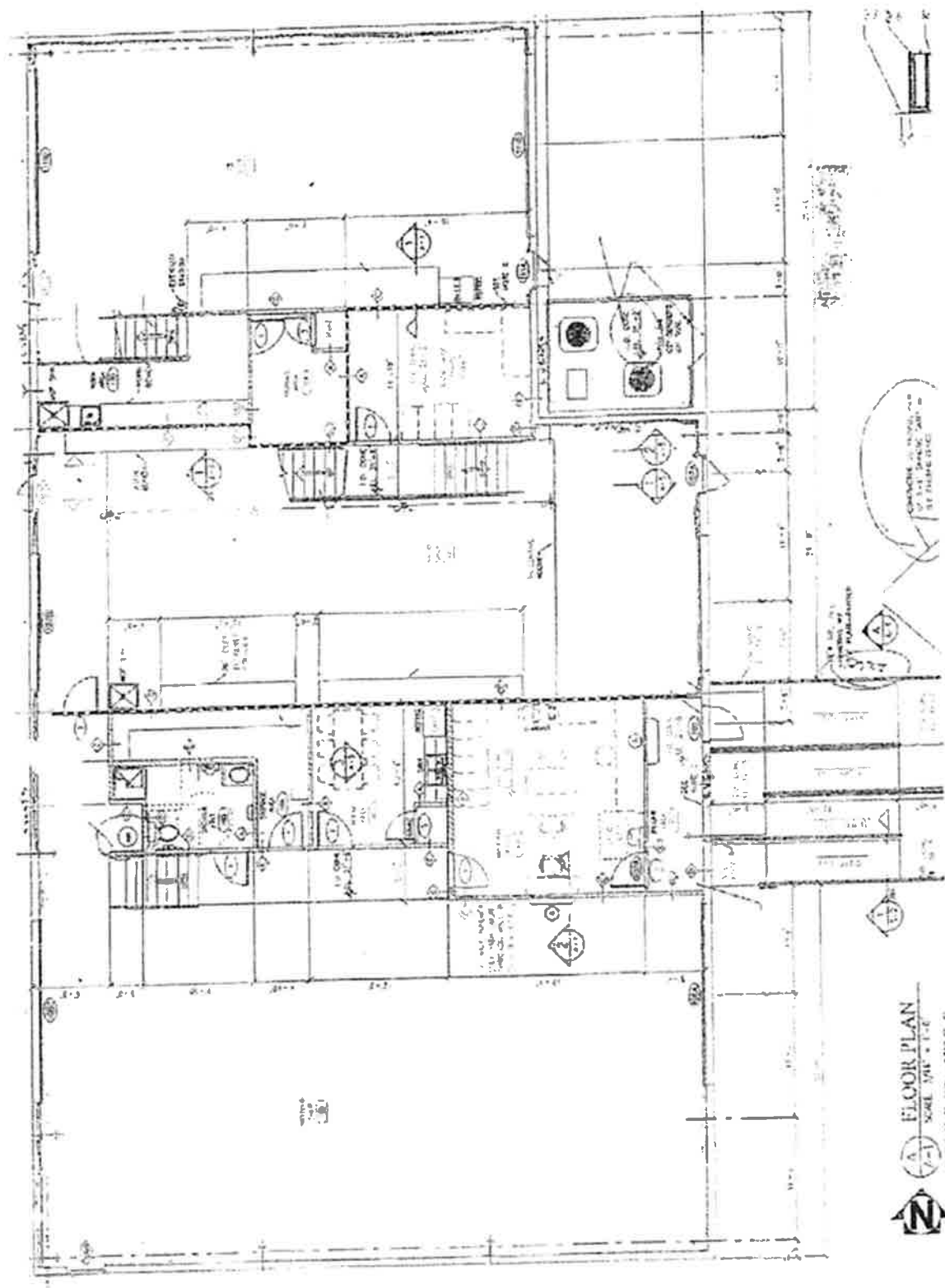
2nd Floor

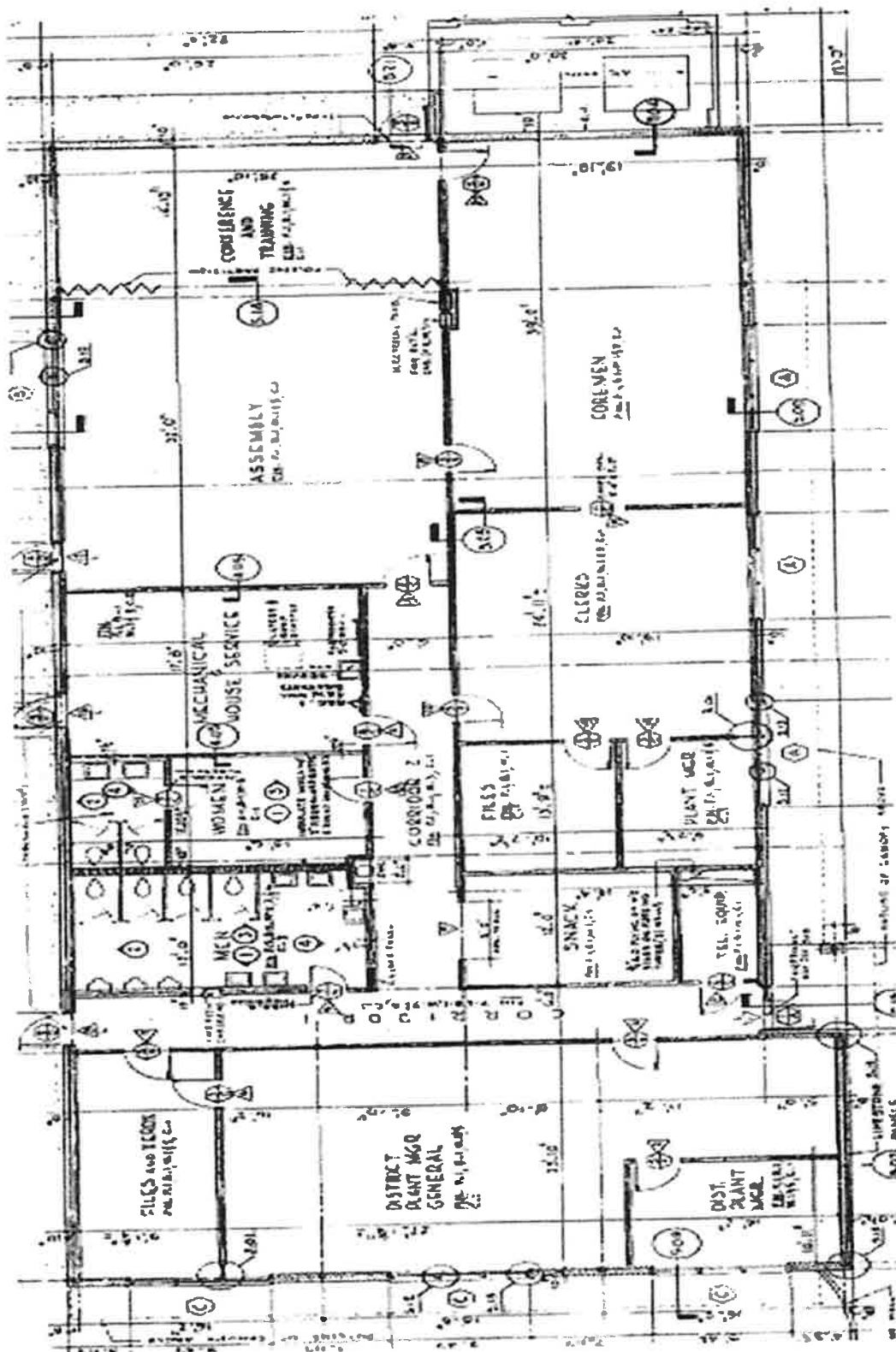


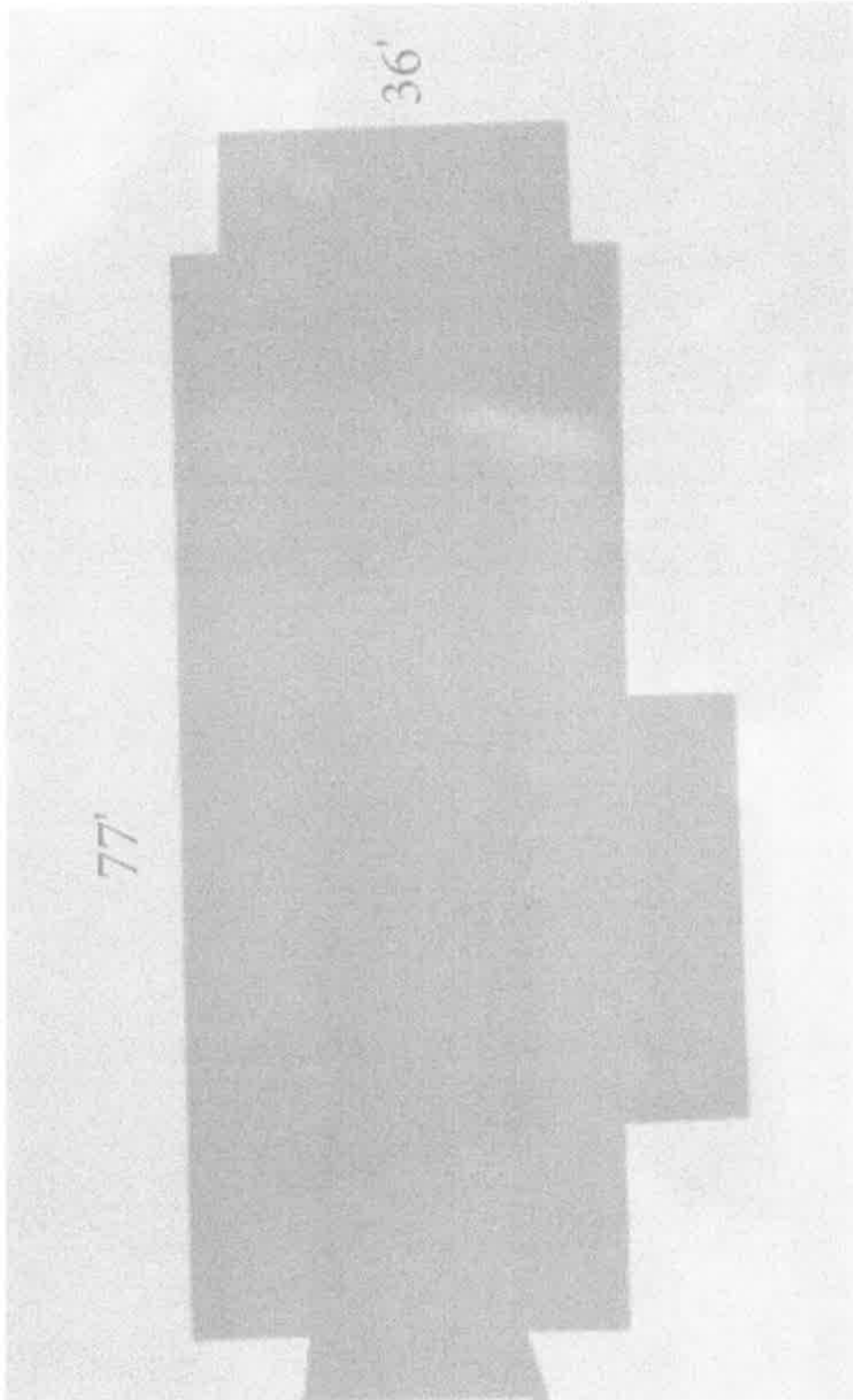
Training Building

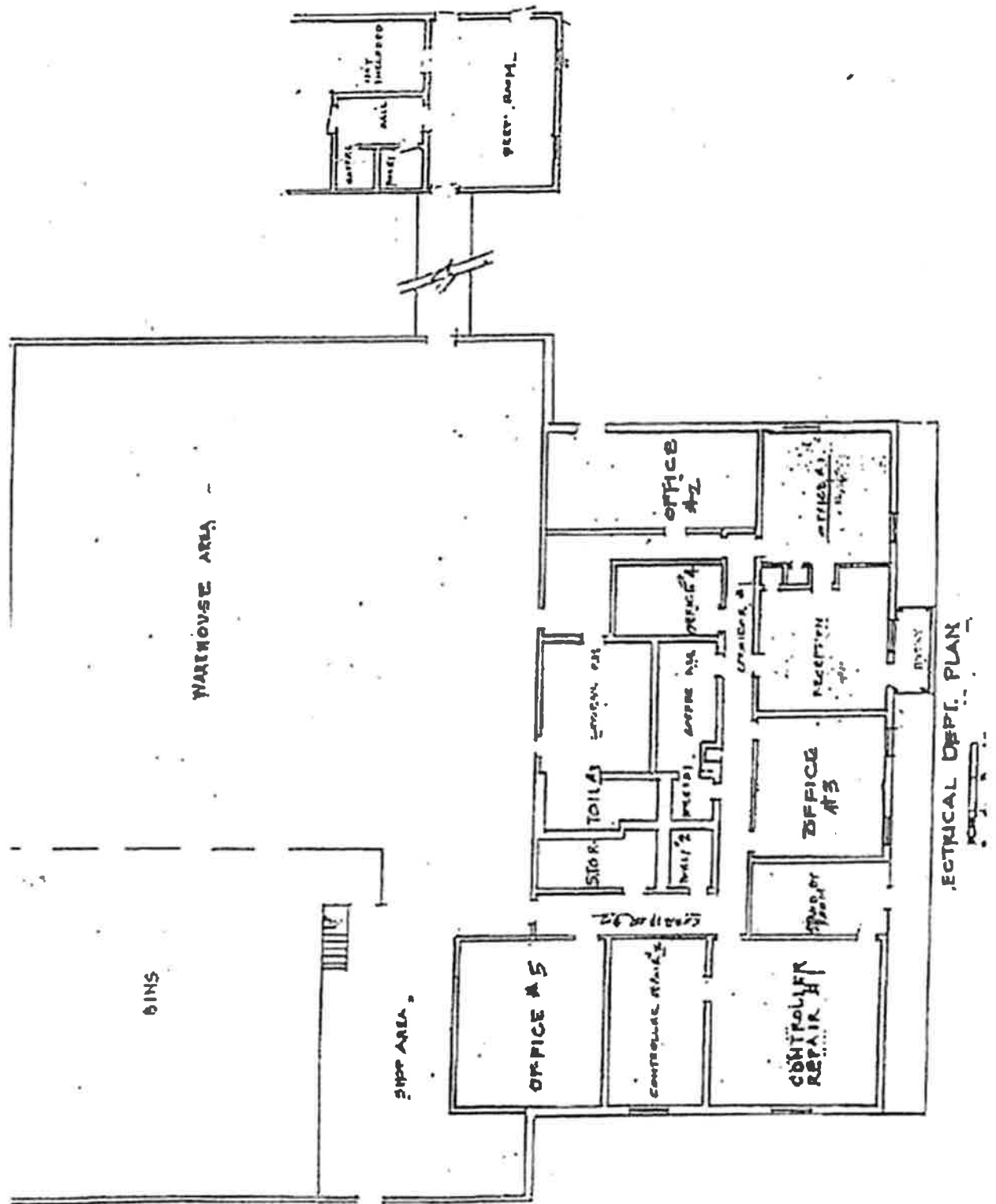


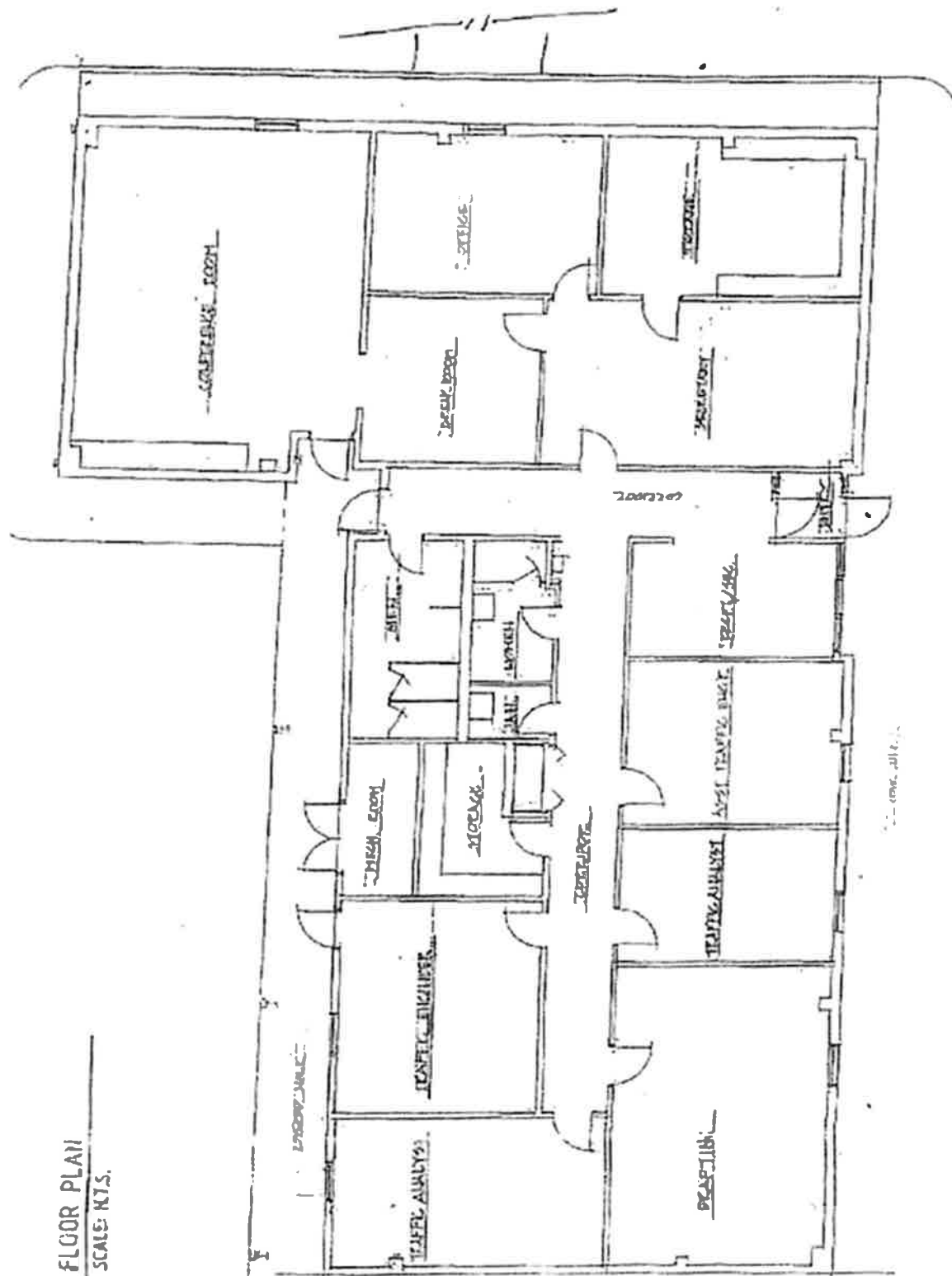
MPD Impound Lot

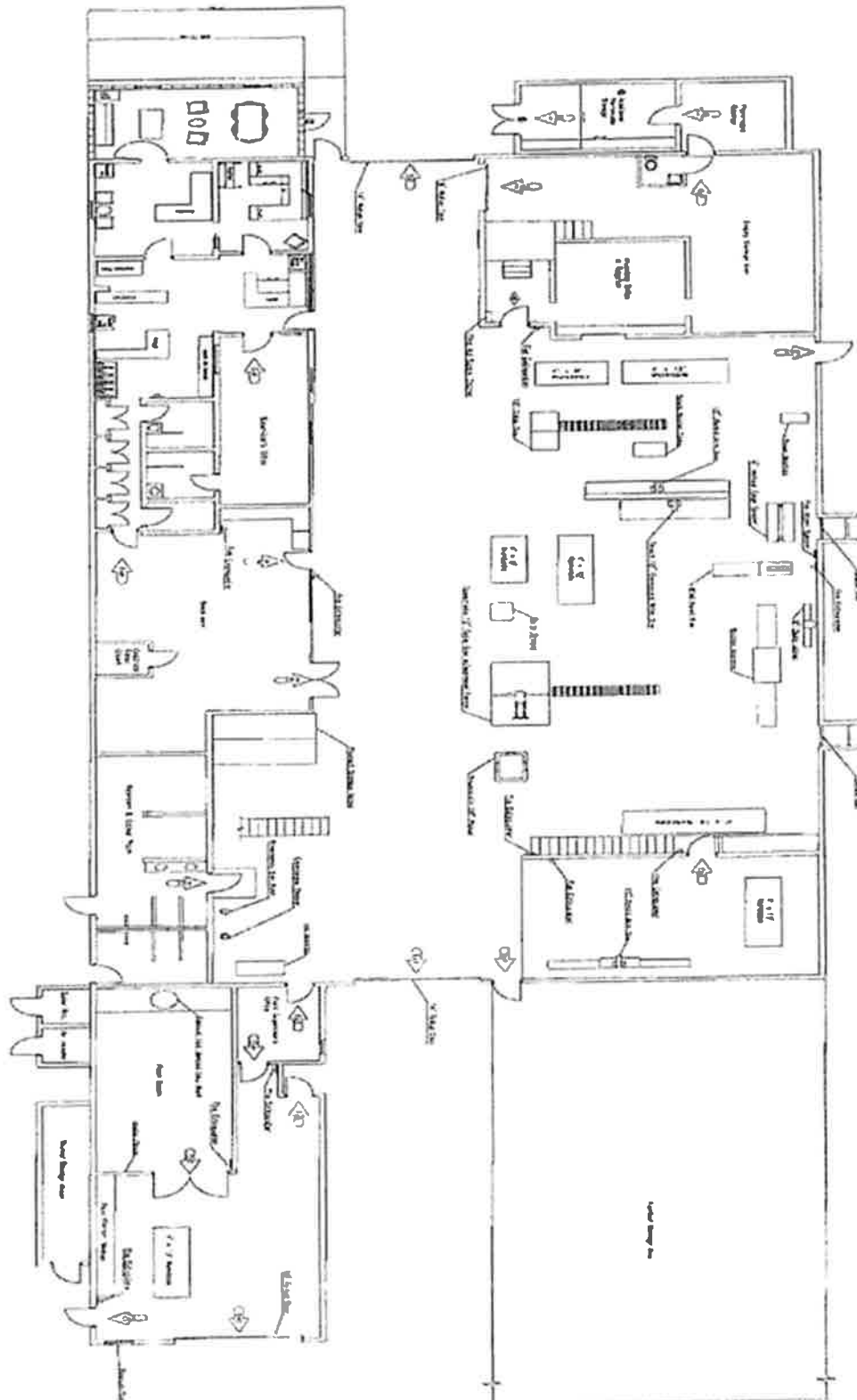




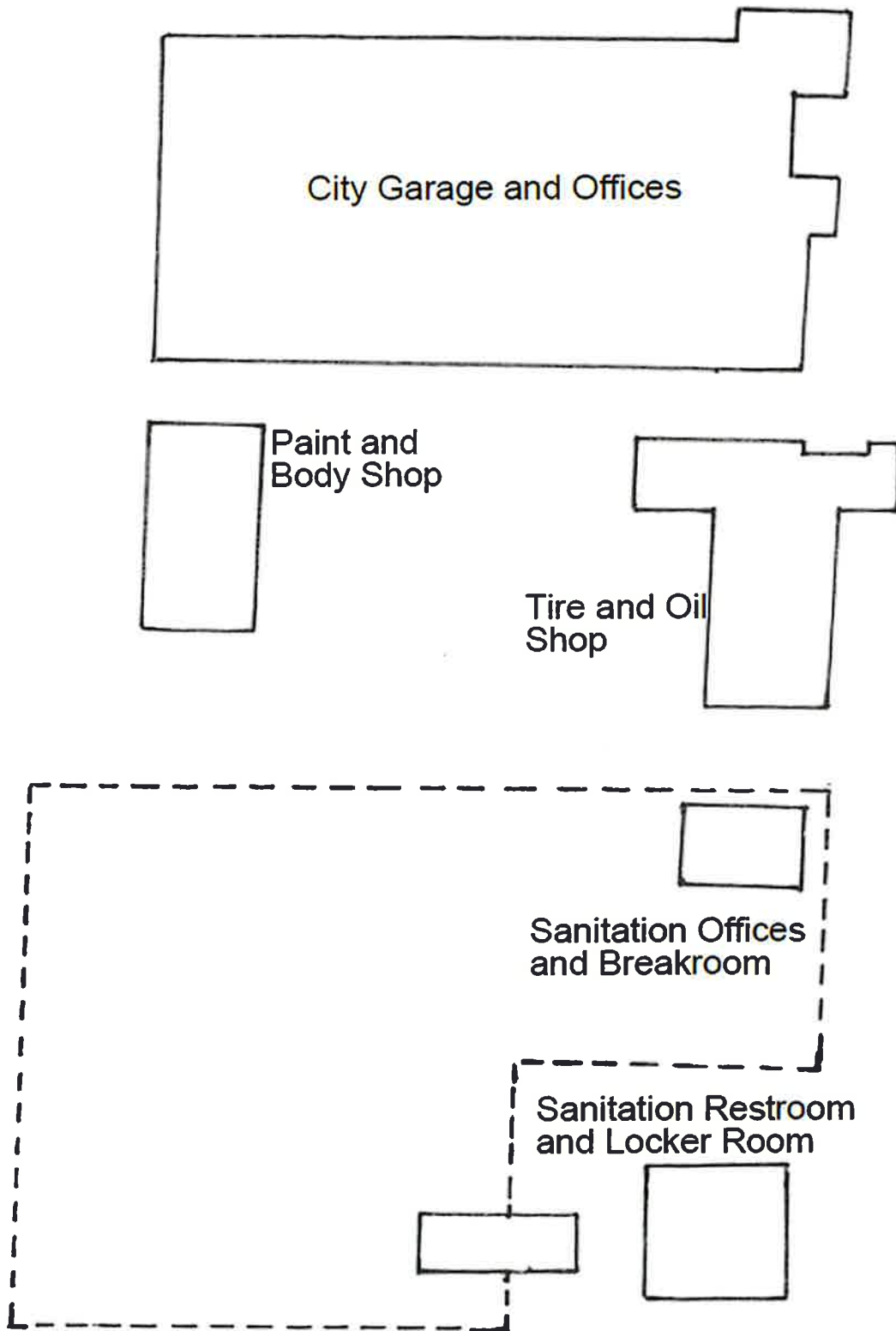




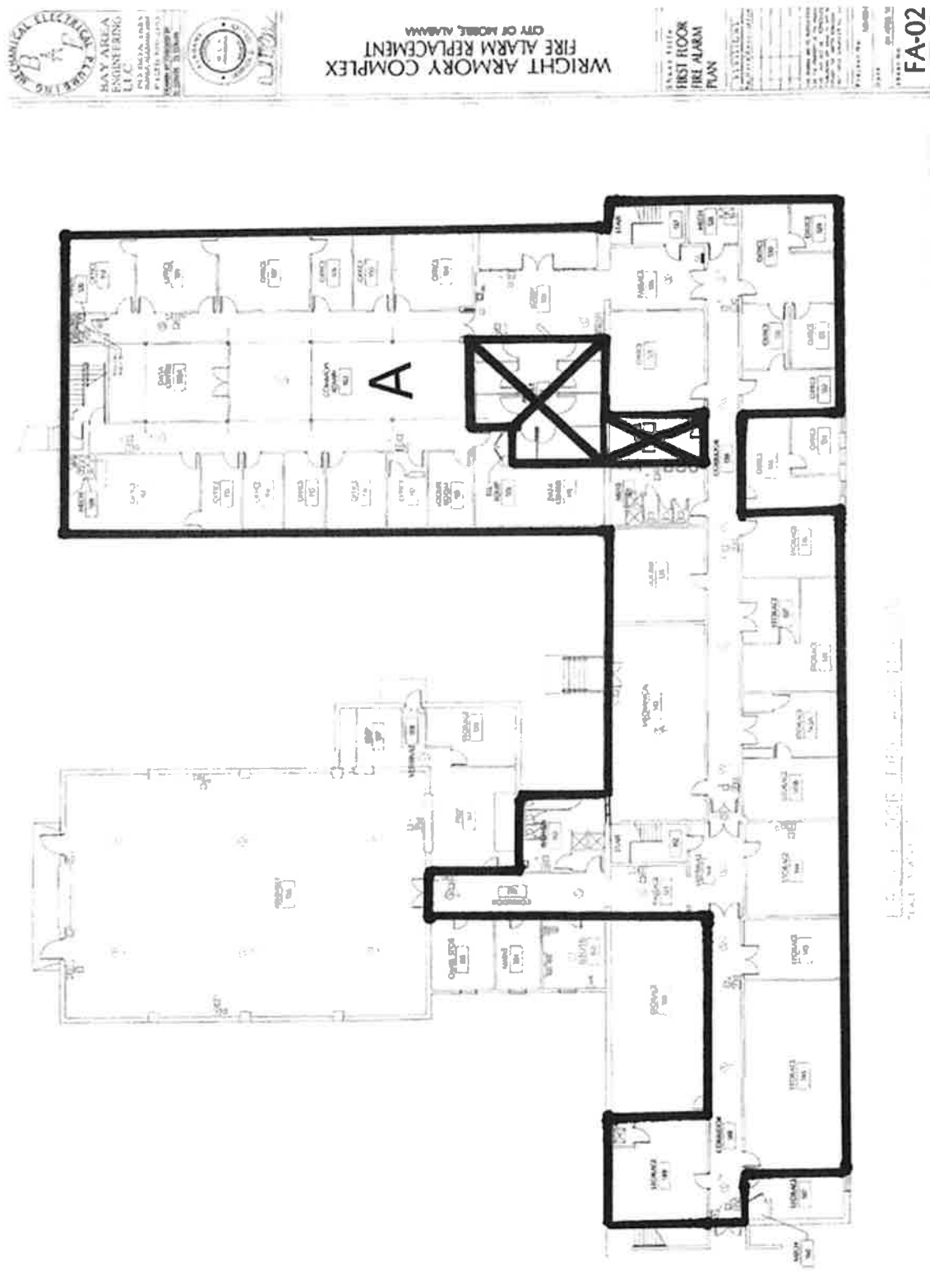




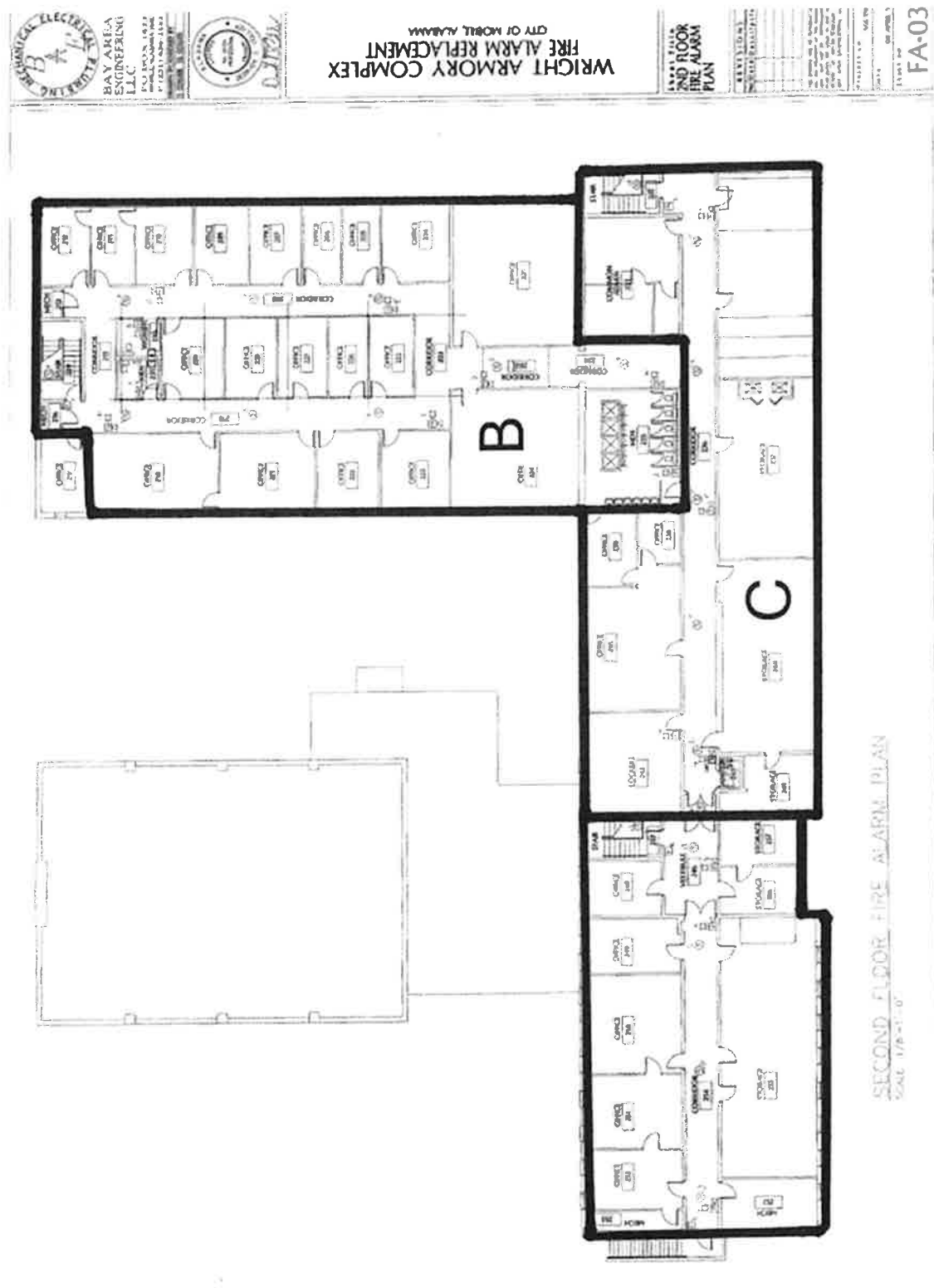
Public Works Department



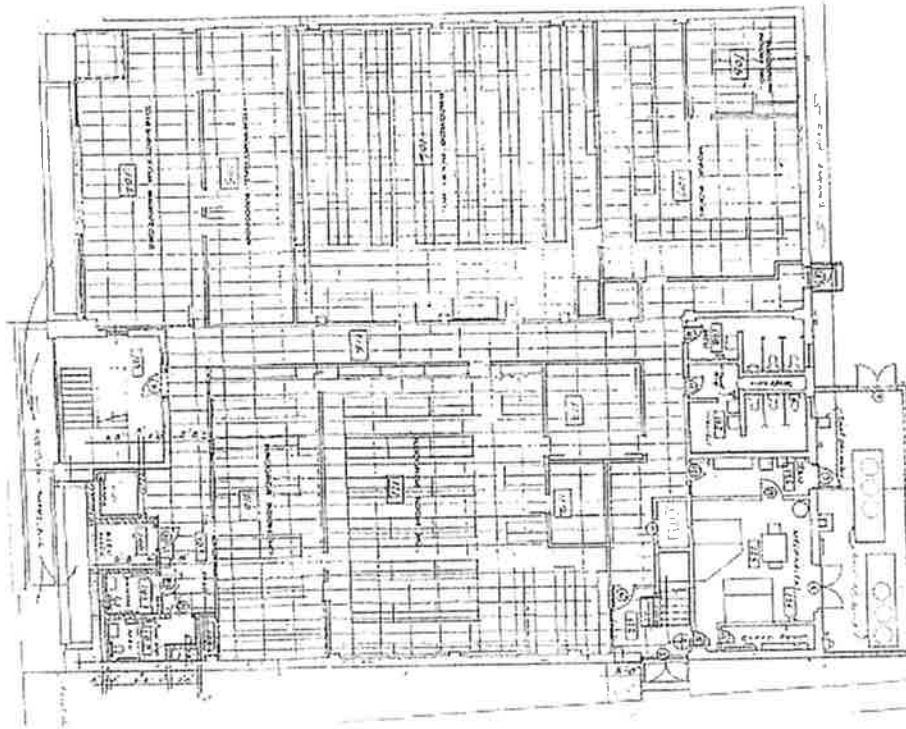
Hurtel Admin Complex "A" Public Services Department



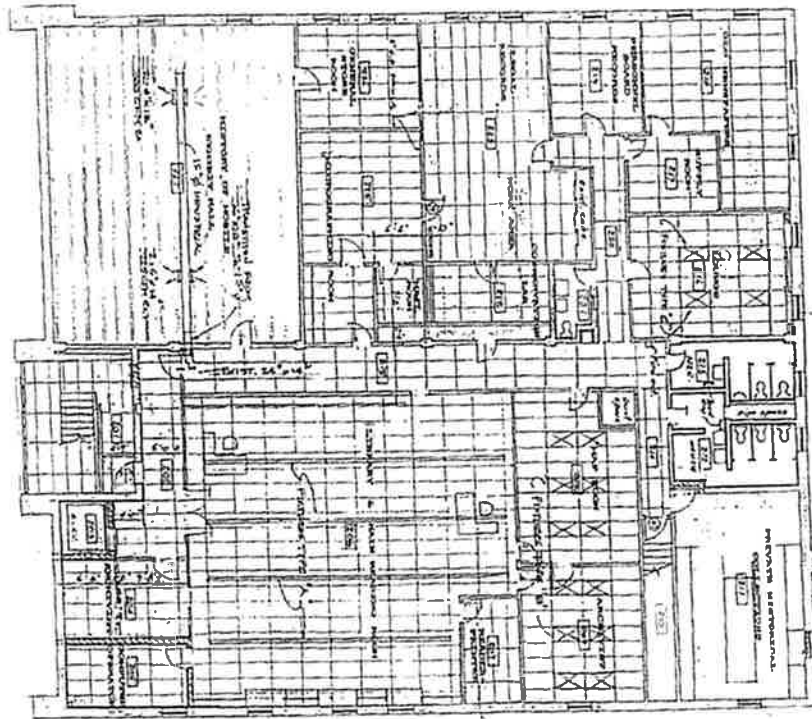
Hurtel Admin Complex "B" Engineering and "C" Department TBD



1st Floor

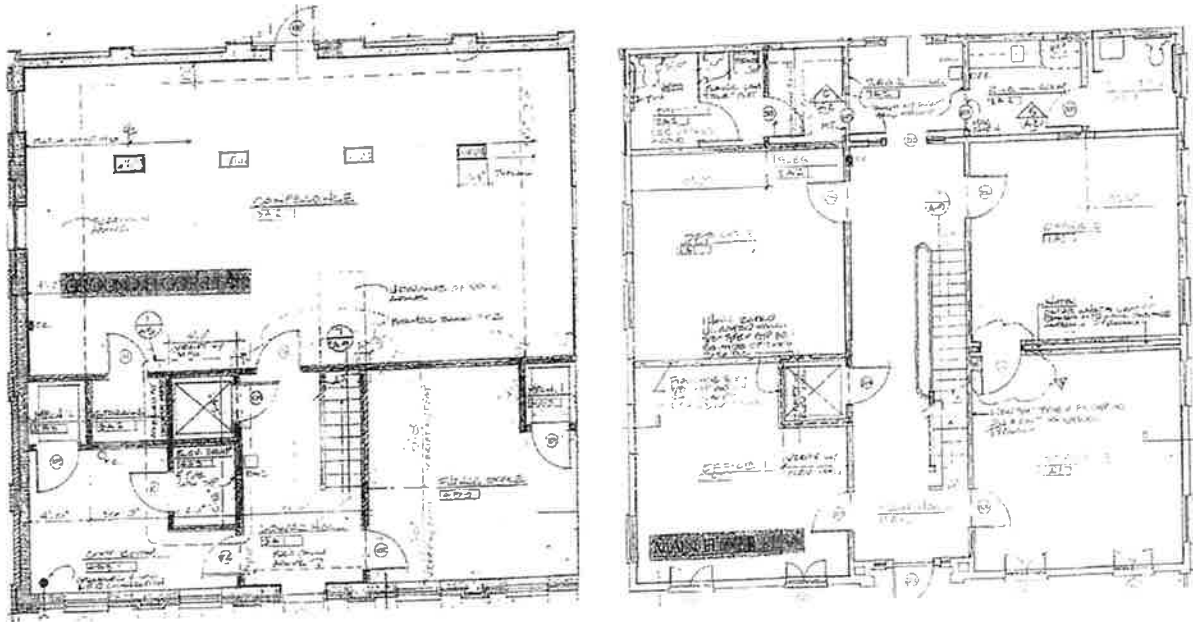


2nd Floor

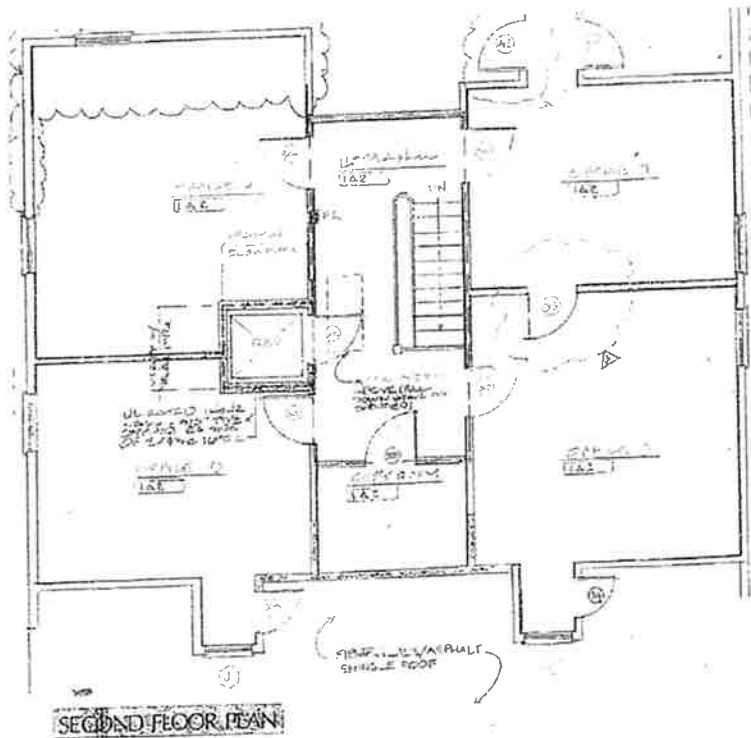


Tardy Cottage
Ground Floor

1st Floor



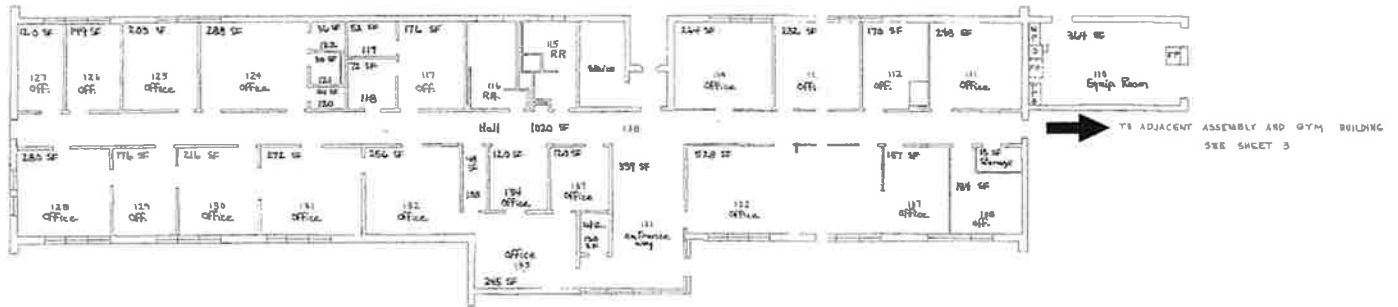
2nd Floor



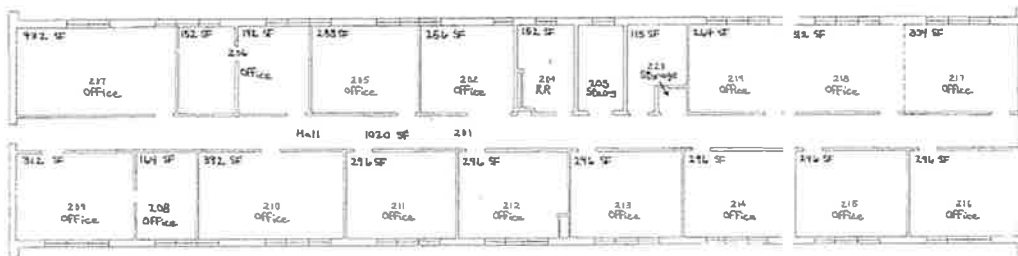
Technology Center



Western Admin Complex (WAC)



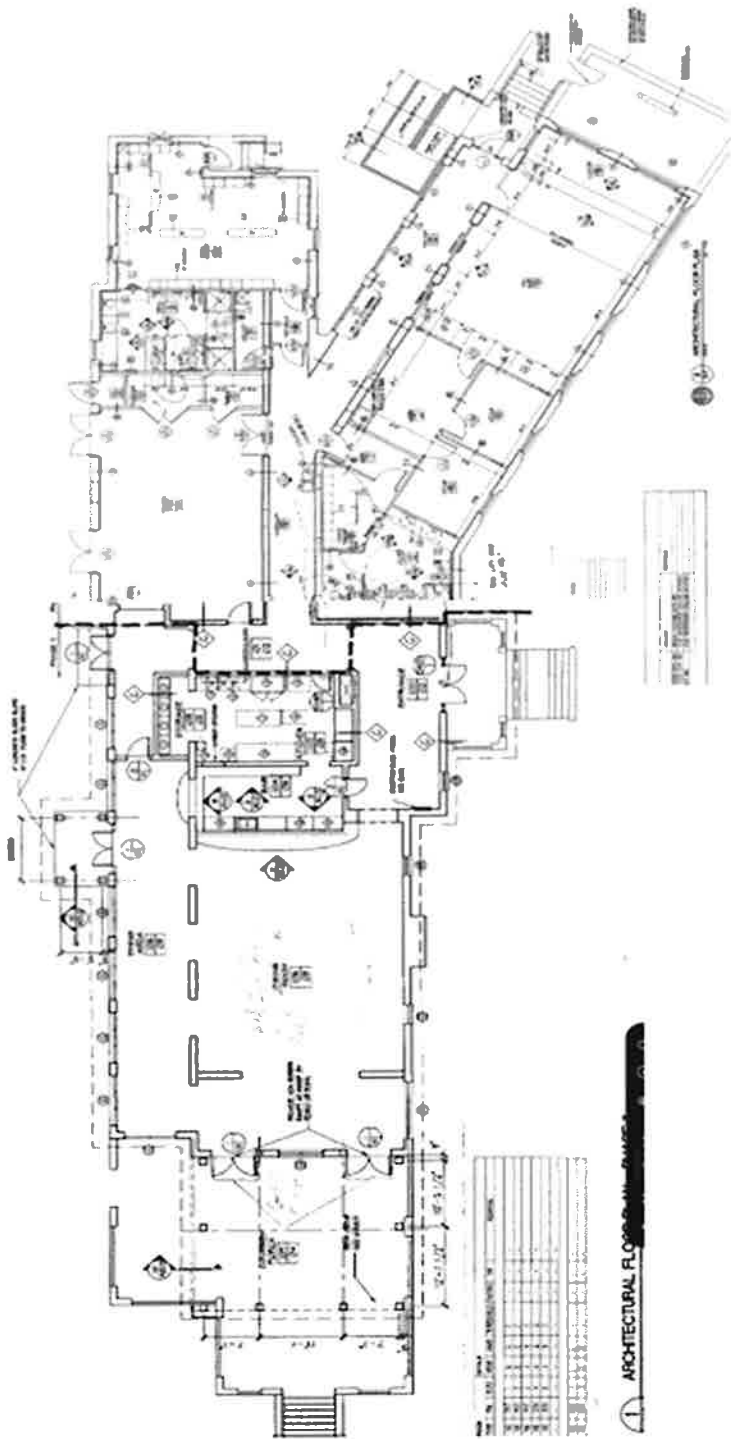
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



END OF SECTION



September 15, 2025

From: Real Estate Asset Management

To: File

Subject: Justification for Resolution Amount Increase for SC-024-25 Service Contract – Various Locations -Janitorial Service

Real Estate Asset Management, Building Services, requests to increase the Contract Resolution amount up to \$12,500 over the potential duration of the new contract with ServiceMaster Services, for the awarded Service Contract – Various Locations – Janitorial Service. This additional amount is needed as contingency to address likely additional unknown requests for cleaning services, from time to time as needed, at fixed contracted unit pricing. The total requested Contracted Resolution amount is \$316,488.67 per year with a potential 3-year total amount of \$948,464.

EXHIBIT B - BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCATIONS –
JANITORIAL SERVICE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-024-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated September 10, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: ServiceMaster Services

ADDRESS: 2650 Fairway Dr. Mobile, Alabama PHONE 251-344-5705

CITY OF MOBILE BUSINESS LICENSE NUMBER: 200347

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 2500013

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ _____ .00 \$ _____ .00
 (Written in Words) (Written in Numbers)

2. Schedule of Values:

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1 st Floor "A" C.R.O.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor East "B" H.B.D.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor West Side "B" Community Affairs	\$	\$	\$	\$	\$	\$
200 Gov't St 3 rd Floor "D" O.P.R.	\$	\$	\$	\$	\$	\$
Animal Shelter	\$	\$	\$	\$	\$	\$
Animal Shelter Admin (Formerly MPD Mounted)	\$	\$	\$	\$	\$	\$
MPD Police Academy	\$	\$	\$	\$	\$	\$
MPD Special OPS	\$	\$	\$	\$	\$	\$
MPD 1st Precinct	\$	\$	\$	\$	\$	\$
MPD 2nd Precinct	\$	\$	\$	\$	\$	\$
MPD 3rd Precinct	\$	\$	\$	\$	\$	\$
MPD 4th Precinct	\$	\$	\$	\$	\$	\$
Public Safety Ctr	\$	\$	\$	\$	\$	\$
MPD Headquarters	\$	\$	\$	\$	\$	\$
MPD Impound Lot Metal Building	\$	\$	\$	\$	\$	\$
MPD Traffic Division	\$	\$	\$	\$	\$	\$
MPD Crime Prevention	\$	\$	\$	\$	\$	\$
Electrical Department	\$	\$	\$	\$	\$	\$
Traffic Engineering Dept	\$	\$	\$	\$	\$	\$

Public Buildings Dept	\$	\$	\$	\$	\$	\$
Public Works Complex Offices, Restrooms, and Break Areas	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "A" Public Service Admin	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "B" Engineering Dept	\$	\$	\$	\$	\$	\$
Hurtel Street Building "C" Dept TBD	\$	\$	\$	\$	\$	\$
Municipal Archives	\$	\$	\$	\$	\$	\$
Tardy Cottage	\$	\$	\$	\$	\$	\$
Technology Center	\$	\$	\$	\$	\$	\$
Western Admin Complex (WAC)	\$	\$	\$	\$	\$	\$
Azalea City Golf Course Clubhouse	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

Total Bid for Year One:

\$.00 (Written in Words) \$.00 (Written in Numbers)

Total Bid for Year Two:

\$.00 (Written in Words) \$.00 (Written in Numbers)

Total Bid for Year Three:

\$.00 (Written in Words) \$.00 (Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply to additional services as described in the scope of work:

Year 1.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.

Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40	/ sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40	/ sq. ft.
General Cleaning Hourly Rate	\$ 24.00	/ per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat &Sun.)	\$ 36.00	/ per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00	/ per hr.

Year 2.

Additional Service	Price Per Square Foot Area	
Floor Cleaning	\$ 0.15	/ sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50	/ sq. ft.
Carpet Cleaning	\$ 0.28	/ sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40	/ sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40	/ sq. ft.
General Cleaning Hourly Rate	\$ 24.00	/ per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat &Sun.)	\$ 36.00	/ per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00	/ per hr.

Year 3.

Additional Service	Price Per Square Foot Area	
Floor Cleaning	\$ 0.15	/ sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50	/ sq. ft.
Carpet Cleaning	\$ 0.28	/ sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40	/ sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40	/ sq. ft.
General Cleaning Hourly Rate	\$ 24.00	/ per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat &Sun.)	\$ 36.00	/ per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00	/ per hr.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1, Dated 8/28/25
 Addendum Number , Dated
 Addendum Number , Dated

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the

property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: VT MAE
 Company Address: 2100 Aerospace Dr. Mobile, AL 36615
 Telephone: 251-438-8815 Email: rickybrown@stengg.us
 Date(s): 2018 - Present

B. Reference #2:

Company Name: Continental Aerospace Engineering Technologies
 Company Address: 2039 S. Broad St. Mobile, AL 36615
 Telephone: 251-436-8306 Email: t.drake@continental.aero
 Date(s): 2014 - Present

C. Reference #3:

Company Name: Springhill Health Services
 Company Address: 3719 Dauphin St. Mobile
 Telephone: 251-340-7987 Email: tina.poster@springhill.org
 Date(s): 2015 - Present

6. Questions: to be answered by all vendors (regardless of whether intending to claim a preference).

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above in Bid Instructions for Preferences.

yes IN city limits

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

N/A

3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

No

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

RGLGINC., dba ServiceMaster Services

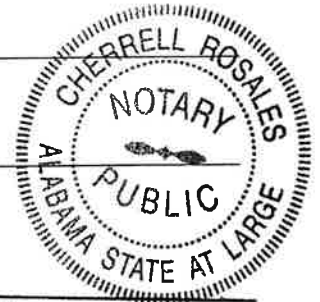
BY: (Typed)
(Signature of Company Officer)
Jennifer Farrell

COMPANY OFFICER: (Typed)
V.P.

TITLE (Typed)

DATE **September 9,** **25**
 , 20

Sworn to and subscribed before me this 9/9 day of 20 25
(Signature)
Notary Public



Notary Public
 Alabama State At Large
 My Commission Expires 10/26/26

END OF SECTION

MPD Crime Prevention	2407 Airport Blvd.	2,000*
Electrical Department	854 Gayle St.	5,000*
Traffic Engineering	852 Gayle St.	3,500
Public Building Department	850 Owen St.	3,000*
Public Works Complex Offices, Restrooms, and Break Areas	770 Gayle St.	10,000*
Hurtel Admin Complex "A" Public Service Admin	1900 Hurtel St.	17,000*
Hurtel Admin Complex "B" Engineering Dept	1900 Hurtel St.	4,000*
Hurtel Admin Complex "C" Dept TBD	1900 Hurtel St.	2,000*
Municipal Archives	457 Church St.	18,200
Tardy Cottage	104 S. Lawrence St.	5,500
Technology Center	651 Church St.	7,725
Western Admin Complex	4851 Museum Dr.	39,600
Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	7,900
Buick Building – 1 st Floor	455 St. Louis St.	4,500*
Buick Building – 2 nd Floor	455 St. Louis St.	5,500*

* Approximate square footage, Service Contractor to verify exact dimensions.

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ Nine hundred thirty five thousand, nine hundred sixty four .00 \$ 935,964 .00
(Written in Words) (Written in Numbers)

2. Schedule of Values:

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1 st Floor "A" C.R.O.	\$ 780. ⁰⁰	\$ 9,360. ⁰⁰	\$ 780. ⁰⁰	\$ 9,360. ⁰⁰	\$ 780. ⁰⁰	\$ 9,360. ⁰⁰
200 Gov't St 2 nd Floor East "B" H.B.D.	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
200 Gov't St	\$ 351. ⁰⁰	\$ 4,212. ⁰⁰	\$ 351. ⁰⁰	\$ 4,212. ⁰⁰	\$ 351. ⁰⁰	\$ 4,212. ⁰⁰

2nd Floor West Side "B"						
Community Affairs						
200 Gov't St	\$ 312.00	\$ 3,744.00	\$ 312.00	\$ 3,744.00	\$ 312.00	\$ 3,744.00
3rd Floor "D" O.P.R.						
Animal Shelter	\$ 832.00	\$ 9,984.00	\$ 832.00	\$ 9,984.00	\$ 832.00	\$ 9,984.00
Animal Shelter Admin (Formerly MPD Mounted)	\$ 298.00	\$ 3,576.00	\$ 298.00	\$ 3,576.00	\$ 298.00	\$ 3,576.00
MPD Police Academy	\$ 1,040.00	\$ 12,480.00	\$ 1,040.00	\$ 12,480.00	\$ 1,040.00	\$ 12,480.00
MPD Special OPS	\$ 1,521.00	\$ 18,252.00	\$ 1,521.00	\$ 18,252.00	\$ 1,521.00	\$ 18,252.00
MPD 1st Precinct	\$ 936.00	\$ 11,232.00	\$ 936.00	\$ 11,232.00	\$ 936.00	\$ 11,232.00
MPD 2nd Precinct	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00
MPD 3rd Precinct	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00
MPD 4th Precinct	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00
Public Safety Ctr						
MPD Headquarters	\$ 3,467.00	\$ 41,604.00	\$ 3,467.00	\$ 41,604.00	\$ 3,467.00	\$ 41,604.00
MPD Impound Lot Metal Building	\$ 390.00	\$ 4,680.00	\$ 390.00	\$ 4,680.00	\$ 390.00	\$ 4,680.00
MPD Traffic Division	\$ 1,170.00	\$ 14,040.00	\$ 1,170.00	\$ 14,040.00	\$ 1,170.00	\$ 14,040.00
MPD Crime Prevention	\$ 126.00	\$ 1,512.00	\$ 126.00	\$ 1,512.00	\$ 126.00	\$ 1,512.00
Electrical Department	\$ 866.00	\$ 10,392.00	\$ 866.00	\$ 10,392.00	\$ 866.00	\$ 10,392.00
Traffic Engineering Dept	\$ 624.00	\$ 7,488.00	\$ 624.00	\$ 7,488.00	\$ 624.00	\$ 7,488.00
Public Buildings Dept	\$ 416.00	\$ 4,992.00	\$ 416.00	\$ 4,992.00	\$ 416.00	\$ 4,992.00
Public Works Complex Offices, Restrooms, and Break Areas	\$ 2,730.00	\$ 32,760.00	\$ 2,730.00	\$ 32,760.00	\$ 2,730.00	\$ 32,760.00
Hurtel Admin Complex "A" Public Service Admin	\$ 1,755.00	\$ 21,060.00	\$ 1,755.00	\$ 21,060.00	\$ 1,755.00	\$ 21,060.00
Hurtel Admin Complex "B" Engineering Dept	\$ 487.00	\$ 5,844.00	\$ 487.00	\$ 5,844.00	\$ 487.00	\$ 5,844.00
Hurtel Street Building "C" Dept TBD	\$ 292.00	\$ 3,504.00	\$ 292.00	\$ 3,504.00	\$ 292.00	\$ 3,504.00
Municipal Archives	\$ 312.00	\$ 3,744.00	\$ 312.00	\$ 3,744.00	\$ 312.00	\$ 3,744.00
Tardy Cottage	\$ 312.00	\$ 3,744.00	\$ 312.00	\$ 3,744.00	\$ 312.00	\$ 3,744.00
Technology Center	\$ 1,265.00	\$ 15,180.00	\$ 1,265.00	\$ 15,180.00	\$ 1,265.00	\$ 15,180.00

Western Admin Complex (WAC)	\$ 1,404. ⁰⁰	\$ 16,848. ⁰⁰	\$ 1,404. ⁰⁰	\$ 16,848. ⁰⁰	\$ 1,404. ⁰⁰	\$ 16,848. ⁰⁰
Azalea City Golf Course Clubhouse	\$ 968. ⁰⁰	\$ 11,616. ⁰⁰	\$ 968. ⁰⁰	\$ 11,616. ⁰⁰	\$ 968. ⁰⁰	\$ 11,616. ⁰⁰
Buick Building – 1 st Floor	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
Buick Building – 2 nd Floor	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
Totals	\$ 25,999. ⁰⁰	\$ 311,988. ⁰⁰	\$ 25,999. ⁰⁰	\$ 311,988. ⁰⁰	\$ 25,999. ⁰⁰	\$ 311,988. ⁰⁰

Total Bid for Year One:

\$ Three hundred eleven thousand, nine hundred eighty eight .00 \$ 311,988 .00

(Written in Words)

(Written in Numbers)

Total Bid for Year Two:

\$ Three hundred eleven thousand, nine hundred eighty eight .00 \$ 311,988 .00

(Written in Words)

(Written in Numbers)

Total Bid for Year Three:

\$ Three hundred eleven thousand, nine hundred eighty eight .00 \$ 311,988 .00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

Bid Form Schedule of Values – SC-024-25

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1st Floor "A" C.R.O.	\$780.00	\$9,360.00	\$780.00	\$9,360.00	\$780.00	\$9,360.00
200 Gov't St 2nd Floor East "B" H.B.D.	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
200 Gov't St 2nd Floor West Side "B" Community Affairs	\$351.00	\$4,212.00	\$351.00	\$4,212.00	\$351.00	\$4,212.00
200 Gov't St 3rd Floor "D" O.P.R.	\$312.00	\$3,744.00	\$312.00	\$3,744.00	\$312.00	\$3,744.00
Animal Shelter	\$832.00	\$9,984.00	\$832.00	\$9,984.00	\$832.00	\$9,984.00
Animal Shelter Admin (Formerly MPD Mounted)	\$298.00	\$3,576.00	\$298.00	\$3,576.00	\$298.00	\$3,576.00
MPD Police Academy	\$1,040.00	\$12,480.00	\$1,040.00	\$12,480.00	\$1,040.00	\$12,480.00
MPD Special OPS	\$1,521.00	\$18,252.00	\$1,521.00	\$18,252.00	\$1,521.00	\$18,252.00
MPD 1st Precinct	\$936.00	\$11,232.00	\$936.00	\$11,232.00	\$936.00	\$11,232.00
MPD 2nd Precinct	\$725.00	\$8,700.00	\$725.00	\$8,700.00	\$725.00	\$8,700.00
MPD 3rd Precinct	\$725.00	\$8,700.00	\$725.00	\$8,700.00	\$725.00	\$8,700.00
MPD 4th Precinct Public Safety Ctr	\$725.00	\$8,700.00	\$725.00	\$8,700.00	\$725.00	\$8,700.00
MPD Headquarters	\$3,467.00	\$41,604.00	\$3,467.00	\$41,604.00	\$3,467.00	\$41,604.00
MPD Impound Lot Metal Building	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
MPD Traffic Division	\$1,170.00	\$14,040.00	\$1,170.00	\$14,040.00	\$1,170.00	\$14,040.00
MPD Crime Prevention	\$126.00	\$1,512.00	\$126.00	\$1,512.00	\$126.00	\$1,512.00
Electrical Department	\$866.00	\$10,392.00	\$866.00	\$10,392.00	\$866.00	\$10,392.00
Traffic Engineering Dept	\$624.00	\$7,488.00	\$624.00	\$7,488.00	\$624.00	\$7,488.00
Public Buildings Dept	\$416.00	\$4,992.00	\$416.00	\$4,992.00	\$416.00	\$4,992.00
Public Works Complex Offices, Restrooms, and Break Areas	\$2,730.00	\$32,760.00	\$2,730.00	\$32,760.00	\$2,730.00	\$32,760.00

Hurtel Admin Complex "A" Public Service Admin	\$1,755.00	\$21,060.00	\$1,755.00	\$21,060.00	\$1,755.00	\$21,060.00
Hurtel Admin Complex "B" Engineering Dept	\$487.00	\$5,844.00	\$487.00	\$5,844.00	\$487.00	\$5,844.00
Hurtel Street Building "C" Dept TBD	\$292.00	\$3,504.00	\$292.00	\$3,504.00	\$292.00	\$3,504.00
Municipal Archives	\$312.00	\$3,744.00	\$312.00	\$3,744.00	\$312.00	\$3,744.00
Tardy Cottage	\$312.00	\$3,744.00	\$312.00	\$3,744.00	\$312.00	\$3,744.00
Technology Center	\$1,265.00	\$15,180.00	\$1,265.00	\$15,180.00	\$1,265.00	\$15,180.00
Western Admin Complex (WAC)	\$1,404.00	\$16,848.00	\$1,404.00	\$16,848.00	\$1,404.00	\$16,848.00
Azalea City Golf Course Clubhouse	\$968.00	\$11,616.00	\$968.00	\$11,616.00	\$968.00	\$11,616.00
Buick Building – 1 st Floor	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
Buick Building – 2 nd Floor	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
Totals	\$25,999.00	\$311,988.00	\$25,999.00	\$311,988.00	\$25,999.00	\$311,988.00

Total Bid for Year One:

Three Hundred Eleven Thousand, Nine Hundred Eighty-Eight and no/100 \$ 311,988.00

(Written in Words)

(Written in Numbers)

Total Bid for Year Two:

Three Hundred Eleven Thousand, Nine Hundred Eighty-Eight and no/100 \$ 311,988.00

(Written in Words)

(Written in Numbers)

Total Bid for Year Three:

Three Hundred Eleven Thousand, Nine Hundred Eighty-Eight and no/100 \$ 311,988.00

(Written in Words)

(Written in Numbers)

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

Nine Hundred Thirty-Five Thousand, Nine Hundred Sixty-Four and no/100 \$ 935,964.00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply to additional services as described in the scope of work:

Year 1.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40 / sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40 / sq. ft.
General Cleaning Hourly Rate	\$ 24.00 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat & Sun)	\$ 36.00 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00 / per hr.

Year 2.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40 / sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40 / sq. ft.
General Cleaning Hourly Rate	\$ 24.00 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat & Sun)	\$ 36.00 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00 / per hr.

Year 3.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40 / sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40 / sq. ft.
General Cleaning Hourly Rate	\$ 24.00 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat & Sun)	\$ 36.00 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00 / per hr.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ServiceMaster Services
Address	2650 Fairway Dr. Mobile, AL 36604
Telephone	251-344-5105
E-Mail	jennifer.farrell@att.net

RFP/RFQ Solicitation Number	SC-024-25
Project Description	Janitorial Services - Various Locations Janitorial Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority <u>98%</u> Non-minority _____ SDVO _____ Total #of Employees <u>180</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennifer Farrell
Signature: [Signature] Date: 9/10/25
Title: V.P.

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jennifer Farrell Title: V.P.
Email: jennifer.farrell@att.net Phone: 251-344-5105



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company SC-024-25 Your Bid/Proposal Amount \$ 935,944.⁰⁰ Date: 9/10/2025
Description: Janitorial Services - Various City of Mobile Locations
Name of Bidder/Proposer: ServiceMaster Services

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A						



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ServiceMaster Services

Contact Person: Jennifer Farrell Phone 251-344-5105 Email jennifer.farrell@att.net

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☒	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



R.G.L.G., Inc.	
Entity ID Number	000 - 169 - 313
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/24/1995
Registered Agent Name	GUTHANS, ROBERT A JR
Registered Office Street Address	1266 HUTSON DR MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	OWNING/OPERATING A CLEANING/JANITORIAL & RELATED SERVICES
Capital Authorized	\$1,000
Capital Paid In	----
Incorporators	
Incorporator Name	GUTHANS, ROBERT A JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	
as of 01/24/1995	
Document Date / Type / Pages	01/24/1995 Certificate of Formation 5 pgs.

New Search



Company ID Number: 161065



Approved by:

E-Verify Employer Agent Employer	
Service Master Services	
Name (Please Type or Print) Kim Mosley	Title
Signature Electronically Signed	Date 10/29/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/29/2008



Company ID Number: 161065

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Service Master Services
Company Facility Address	2650 Fairway Dr. Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631135519
North American Industry Classification Systems Code	812
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 161065

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Lisa Conn	
	PHONE (A/C, No, Ext): 817-336-2377 FAX (A/C, No):	
	E-MAIL ADDRESS: LConn@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
License#: 2081754	INSURER A: Owners Insurance Company	32700
INSURED RGLG, Inc. dba ServiceMaster Services 2650 Fairway Drive Mobile AL 36606	INSURER B: Auto-Owners Insurance Company	18988
RG LG INC-01	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D: Alabama Self-Insured Worker's Compensation Fund	0
	INSURER E: Sentry Insurance Company	24988
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 696173702

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		38195751	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		4977046400	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		4977046401	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A		P101889AL2025 PVAL129001 9053897001	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☒ OTH-ER Other States E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile Architectural Engineering Department P. O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED RGLG, Inc. dba ServiceMaster Services 2650 Fairway Drive Mobile AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

The Worker's Compensation policies includes the following excluded officers: Robert A. Guthans Jr.

The Worker's Compensation policy (9053897001) covers Mississippi and Florida.

Project #: SC-024-25

"The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder."

Auto Liability Policy has been endorsed to apply on a Primary and Non-Contributory basis.

The General Liability and Automobile Liability policies have been endorsed to include a notice of cancellation to certificate holders that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) CITY OF MOBILE	Mailing Address PO BOX 1827 MOBILE, AL 36633-1827

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.

- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) One original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;

- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|--------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |

c) Or Bodily Injury and \$1,000,000 combined single
limit Property Damage

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence
for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.

- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor:

 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Janitorial Service
Project #SC-024-25

Date: August 28, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General Items:

1. The Pre-Bid Conference Attendance Roster, dated August 13, is attached and forms part of Addendum No. 1.
2. Following closer consideration regarding supplies and equipment, the City has determined that the Base Bids should not include any Vendor responsibility for cost of consumable products (paper towels, toilet paper, hand towels, and hand soap). The City will provide these items and the Vendor will continue to restock levels in accordance with the Scope of Work. It will be the responsibility of the Vendor to provide all equipment used in reference to the janitorial service which includes all mops, brooms, cleaning supplies, garbage bags, cloth towels, dusters, carts, and any other cleaning supplies.
3. **Question: Are you looking for a company to take on all site locations at once, or is there flexibility to parcel out the work to cover select locations?**

Answer: All bids for this contract must include the Scope of Work in its entirety. There is no opportunity to break out the locations and bid separately. However, vendors looking for a

smaller scope of services should consider bidding on the similar contract for National Museum of the Gulf, SC-025-25.

4. **Question: The “Instructions to Bidders” section references a required Bid Bond Form that is attached within the Project Manual. Where is this located?**

Answer: Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier’s Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

5. The janitorial services for the Buick Building located at 455 St. Louis St., Mobile AL 36602 will be added to the Scope of Work for this contract. This site consists of two office areas and men’s and women’s restrooms on two different floors. The first floor is approximately 4,500 square feet; the second floor is approximately 5,500 square feet. The restrooms are in the common areas in the hallways. The sites have been added to each chart below for referencing and bidding.

The updated **Base Bid** and **Schedule of Values** replace those detailed in the Project Manual as Exhibit B- Bid Form. All bids that are to be considered must be completed on the current **Schedule of Values** located in this Addendum.

Janitorial Cross Reference Chart

Routine Cleaning Schedule		Scheduled Services	
(D) Daily -Monday – Friday (D/S) Daily with Saturday Service (1xW) One Time Per Week (2xW) Two Times Per Week (3xW) Three Times Per Week (M) Monthly (5xW) Mon, Wed, Fri, Sat, and Sun.		Deep Cleaning Schedule Per Year	Floor Strip & Waxed / Carpet Shampoo Per Year
		(2x) (4x)	(1x) (2x) (4x)

Routine Cleaning Schedule								Scheduled Services	
Facility Name	Trash Service	Floor Sweeping/ Mopping / Vacuuming	Restrooms	Breakrooms	Drinking Fountains	Surface Dusting	Interior Glass Cleaning	Deep Cleaning Per Year	Floor Strip and Waxed / Carpet Shampoo Per Year

200 Gov't St 1 st Floor "A" C.R.O.	D	D	D	D	D	D	1xW
200 Gov't St 2 nd Floor East "B" H.B.D.	D	D	D	D	D	D	1xW
200 Gov't St 2 nd Floor West Side "C" Community Affairs	3xW	3xW	3xW	3xW	3xW	3xW	1xW
200 Gov't St 3 rd Floor "D" O.P.R.	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Animal Shelter	D	D	D	D	D	D	1xW
Animal Shelter Admin (Formerly MPD Mounted)	2xW	2xW	2xW	2xW	2xW	2xW	1xW
MPD Police Academy	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD Special OPS	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 1st Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 2nd Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 3rd Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 4th Precinct-Public Safety Ctr	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD Headquarters	D	D	D	D	D	D	1xW
MPD Impound Lot	2xW	2xW	2xW	2xW	2xW	2xW	1xW
MPD Traffic Division ¹	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD Crime Prevention	1xW	1xW	1xW	1xW	1xW	1xW	1xW
Electrical Department	3xW	3xW	3xW	3xW	3xW	3xW	1xW
Traffic Engineering Dept	3xW	3xW	3xW	3xW	3xW	3xW	1xW
Public Buildings Dept	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Public Works Complex Offices, Restrooms, and Break Areas	D	D	D	D	D	D	1xW
Hurtel Admin Complex "A" Public Service Admin	D	D	D	D	D	D	1xW
Hurtel Admin Complex "B" Engineering Dept	D	D	D	D	D	D	1xW
Hurtel Admin Complex "C" Dept TBD	D	D	D	D	D	D	1xW

4x	4x
4x	4x
2x	2x
2x	1x
2x	2x
2x	2x
2x	2x
2x	2x
2x	N/A
2x	2x
2x	2x
2x	4x
2x	2x
2x	2x
2x	N/A
2x	N/A
2x	2x
2x	2x
4x	4x
4x	4x
2x	2x

Municipal Archives	2xW	2xW	2xW	2xW	2xW	2xW	1xW	2x	2x
Tardy Cottage	2xW	2xW	2xW	2xW	2xW	2xW	1xW	2x	2x
Technology Center	D	D	D	D	D	D	1xW	2x	2x
Western Admin Complex (WAC)	3xW	3xW	3xW	3xW	3xW	3xW	1xW	4x	2x
Azalea City Golf Course Clubhouse	5xW	5xW	5xW	5xW	5xW	5xW	1xW	2x	N/A
Buick Building – 1 st Floor	2xW	2xW	2xW	2xW	2xW	2xW	1xW	4x	4x
Buick Building – 2 nd Floor	2xW	2xW	2xW	2xW	2xW	2xW	1xW	4x	4x ²

Location Specific Services:

To include the exterior restroom on the adjacent building.¹

The 2nd floor offices contain antique hardwood, and the quarterly floor service will consist of standard industry practices for maintaining this material.²

Site Locations– Approx. Square Footage

LOCATION	ADDRESS	SQ FOOTAGE
200 Government St-1 st Floor “A”-C.R.O	200 Government St.	5,000*
200 Government St-2 nd Floor East “B”-H.B.D.	200 Government St.	2,000*
200 Government St-2 nd Floor West “C”-Community Affairs	200 Government St.	3,000*
200 Government St-3 rd Floor “D”-O.P.R.	200 Government St.	5,000*
Animal Shelter	855 Owens St.	1,700
Animal Shelter Admin (Formerly MPD Mounted)	1251 Virginia St.	1,500*
Electrical Department	854 Gayle St.	5,000*
MPD Academy	1251 Virginia St.	8,900
MPD-Special Ops Building	850 St. Anthony St.	27,430
MPD Precinct #1	2601 Dauphin Island Parkway	15,038
MPD Precinct #2	5441 Hwy 90W, Suite C	9,384
MPD Precinct #3	2165 St. Stephens Rd.	9,735
MPD Precinct #4-PSC	8080 Airport Blvd.	9,500
MPD HQ	2460 Government St.	37,760
MPD Impound Lot	1251B Virginia St.	6,100
MPD Traffic Division	850 Virginia St.	6,700

MPD Crime Prevention	2407 Airport Blvd.	2,000*
Traffic Engineering	852 Gayle St.	3,500
Public Building Department	850 Owen St.	3,000*
Public Works Complex Offices, Restrooms, and Break Areas	770 Gayle St.	10,000*
Hurtel Admin Complex "A" Public Service Admin	1900 Hurtel St.	17,000*
Hurtel Admin Complex "B" Engineering Dept	1900 Hurtel St.	4,000*
Hurtel Admin Complex "C" Dept TBD	1900 Hurtel St.	2,000*
Municipal Archives	457 Church St.	18,200
Tardy Cottage	104 S. Lawrence St.	5,500
Technology Center	651 Church St.	7,725
Western Admin Complex	4851 Museum Dr.	39,600
Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	7,900
Buick Building – 1 st Floor	455 St. Louis St.	4,500*
Buick Building – 2 nd Floor	455 St. Louis St.	5,500*

*** Approximate square footage, Service Contractor to verify exact dimensions.**

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ _____ .00 \$ _____ .00
 (Written in Words) (Written in Numbers)

2. Schedule of Values:

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1 st Floor "A" C.R.O.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor East "B" H.B.D.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor West Side "B" Community Affairs	\$	\$	\$	\$	\$	\$

200 Gov't St 3rd Floor "D" O.P.R.	\$	\$	\$	\$	\$	\$
Animal Shelter	\$	\$	\$	\$	\$	\$
Animal Shelter Admin (Formerly MPD Mounted)	\$	\$	\$	\$	\$	\$
MPD Police Academy	\$	\$	\$	\$	\$	\$
MPD Special OPS	\$	\$	\$	\$	\$	\$
MPD 1st Precinct	\$	\$	\$	\$	\$	\$
MPD 2nd Precinct	\$	\$	\$	\$	\$	\$
MPD 3rd Precinct	\$	\$	\$	\$	\$	\$
MPD 4th Precinct Public Safety Ctr	\$	\$	\$	\$	\$	\$
MPD Headquarters	\$	\$	\$	\$	\$	\$
MPD Impound Lot Metal Building	\$	\$	\$	\$	\$	\$
MPD Traffic Division	\$	\$	\$	\$	\$	\$
MPD Crime Prevention	\$	\$	\$	\$	\$	\$
Electrical Department	\$	\$	\$	\$	\$	\$
Traffic Engineering Dept	\$	\$	\$	\$	\$	\$
Public Buildings Dept	\$	\$	\$	\$	\$	\$
Public Works Complex Offices, Restrooms, and Break Areas	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "A" Public Service Admin	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "B" Engineering Dept	\$	\$	\$	\$	\$	\$
Hurtel Street Building "C" Dept TBD	\$	\$	\$	\$	\$	\$
Municipal Archives	\$	\$	\$	\$	\$	\$
Tardy Cottage	\$	\$	\$	\$	\$	\$
Technology Center	\$	\$	\$	\$	\$	\$
Western Admin Complex (WAC)	\$	\$	\$	\$	\$	\$

Azalea City Golf Course Clubhouse	\$	\$	\$	\$	\$	\$
Buick Building – 1 st Floor	\$	\$	\$	\$	\$	\$
Buick Building – 2 nd Floor	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

Total Bid for Year One:

\$.00 \$.00

(Written in Words)

(Written in Numbers)

Total Bid for Year Two:

\$.00 \$.00

(Written in Words)

(Written in Numbers)

Total Bid for Year Three:

\$.00 \$.00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

END OF ADDENDUM NUMBER 1

Stultz, David

From: Maynard, Suntrease
Sent: Wednesday, August 6, 2025 5:31 PM
To: Stultz, David
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Geoffrey Alexander has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0580

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Geoffrey Alexander

Request Type: Contract

If other:

Request Details: Service Contract Project Manual for City Janitorial Service

Priority: Moderate

Date Entered: July 29th 2025 15:49

Proposed Due Date: August 11th 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Authorize 3-year Service Contract SC-026-25 with Star Service Inc of Mobile for HVAC maintenance and repair at the Mobile Alabama Cruise Terminal; \$95,970.00; sponsored by Mayor Stimpson and Councilmember William Carroll (submitted by Carleen Stout, REAM Dept)

Amount of Contract:

\$95,970.00

Funding Source

60206020-42200

ATTACHMENTS:

1. Contract Packet for CivicPlus SC-026-25

REVIEWERS:

Katie Cassil
Carleen Stout
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: STAR SERVICE INC. OF MOBILE

Project Name: SERVICE CONTRACT – MOBILE ALABAMA CRUISE
TERMINAL – HVAC MAINTENANCE AND REPAIR
(3 YEARS)

Project Number: SC-026-25

Amount:	\$21,000.00	FIRST YEAR
	\$21,966.00	SECOND YEAR
	\$23,004.00	THIRD YEAR
	+ \$30,000.00	CONTINGENCY
	\$95,970.00	TOTAL CONTRACT

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor: **STAR SERVICE INC. OF MOBILE
4663 Halls Mill Road
Mobile, Alabama 36695
Telephone: (251) 661-4050**

City Business License No.: **37191**
City Vendor No.: **287799**
State of Alabama Entity No.: **000-904-133**

For the following Project: **SERVICE CONTRACT – MOBILE, ALABAMA CRUISE
TERMINAL – HVAC MAINTENANCE AND REPAIR**

**MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602**

PROJECT NUMBER: **SC-026-25**



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Star Service Inc. of Mobile, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued Project Manual for SC-026-25 on August 27, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance for the Mobile, Alabama Cruise Terminal – HVAC Maintenance and Repair (the "Project"), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

- 2.1** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$95,970.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Real Estate Asset Management Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

- 5.1** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- 5.2** If the City's Real Estate Asset Management Deputy Director of Planning and Administration requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

- 6.1** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- 6.2** This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

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

11.0 OBLIGATIONS OF THE CITY

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

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

12.0 TERMINATION

12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of

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

13.0 DISPUTE RESOLUTION

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

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In

such case, the Contractor shall refund to the City any money which has been paid for same.

14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon the City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, Director of Real Estate Asset Management Carleen Stout-

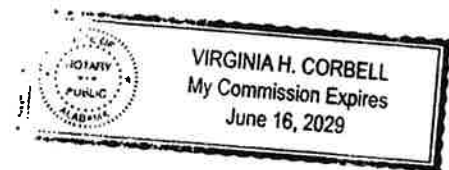
Clark or the Director's designated representative, Deputy Director of Planning and Administration Chad Holm.

- 16.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
P.O Box 1827
Mobile AL 36633-1827

CONTRACTOR:
STAR SERVICE INC. OF MOBILE
C/O DONALD C. HARRIS
Contractor's Authorized Agent
Address 4663 HALLS MILL ROAD
City, State, Zip MOBILE, AL 36683

Virginia H Corbell



- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT / BREACH

- 17.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing,

equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

- 18.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

19.0 WITHHOLDING PAYMENT DUE

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

20.0 CURE PLAN

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

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 PEER REVIEW/VALUE ENGINEERING

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

23.0 ANTI-BOYCOTT

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

24.0 NON-DISCRIMINATION

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

25.0 COMPLIANCE WITH IMMIGRATION LAW

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall

provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

26.0 MISCELLANEOUS

- 26.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 26.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 26.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 26.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 26.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 26.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 26.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 26.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

26.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

26.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

**SERVICE CONTRACTOR:
Star Service Inc. of Mobile**

Signature

Signature

Mayor, City of Mobile
Printed Name and Title

DONALD C. HARRIS VICE President of OPERATIONS
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

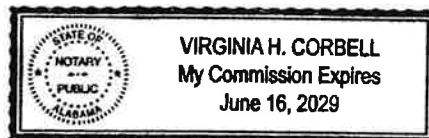
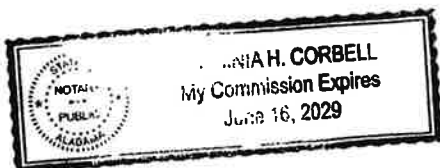
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Don C. Harris as VP of operations and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of offices.
Sworn to and subscribed for me this 26th day of September, 2025.

Virginia H. Corbell

NOTARY PUBLIC

STATE OF ALABAMA AT-LARGE

My Commission Expires:



END OF SECTION

EXHIBIT A – SCOPE OF WORK

MOBILE, ALABAMA CRUISE TERMINAL HVAC MAINTENANCE AND REPAIR**SC-026-25****August 27, 2025****Scope of Services:**

Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, and supplies, and all associated travel time and expenses required to perform Air Filter Service, Preventative Maintenance, and Repair Service to all HVAC Equipment at the Mobile, Alabama Cruise Terminal and in accordance with the terms of this Contract.

Basic Services:

1. Due to the schedule of the cruise ship arrivals and departures, the Service Contractor shall coordinate all work with the Service Contract Administrator and the Cruise Terminal staff to minimize disruption.
2. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. Workers must have a Transportation Worker Identification Credential (TWIC) badge, or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at <https://www.tsa.gov/for-industry/twic>.
3. Service to be performed bi-monthly (6 service dates per year) on all of the units listed in Exhibit A – Equipment List. Service Contractor shall perform visual inspections of all unit's conditions and operations. Also included will be all required belt adjustments and replacements along with lubrication, if needed. Service Contractor shall inspect all moving parts and components, investigate noises, belts, bearing, drives, fans, and lubricate and make adjustments as recommended by manufacturer's specifications. All air filter media and/or high efficiency pleated filters will be replaced on a monthly schedule and supplied by the Service Contractor.
4. Service Contractor shall be responsible for operational checks of all compressors, refrigerant charge and fans; including voltages, amperages, inspection of fan belts and blades, along with HVAC control system.
5. Inspect and secure all electrical connections.
6. Biannual cleaning interior and exterior coils, fan impellers and blades, and electrical contacts.
7. Monthly cleaning of condensate drains lines from the air handling unit to the drain.
8. Service Contractor shall inspect all support structures and provide documentation of

maintenance performed after every service to the Service Contract Administrator.

9. All preventative maintenance shall be performed by qualified licensed personnel directly employed by the Service Contractor.
10. Service Contractor must employ, at minimum five (5) HVAC Technicians who possess a minimum of one year experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990). The Service Contractor shall keep the premises and surrounding areas free from accumulation of waste materials and rubbish caused by the operations under this Contract.
11. Repair service shall be available within Two (2) hours of notification by the City of Mobile.
12. If a piece of equipment fails, it shall be replaced or repaired before the next arrival of the cruise ship. Tentative scheduling is a 6-to-8-day rotation.
13. The City of Mobile requires that any equipment failures requiring replacement shall be done within Thirty-Six (36) hours of determination of failure.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Service Contractor will immediately provide the City's Project Manager with a written report to include detailed description and cost estimate for additional work required. Using the Labor and Parts rates as listed in this Agreement. No work may be performed without written approval by City.

Coordinate all work with Cruise Terminal Director or personnel authorized by the Cruise Terminal Director, Public Buildings Superintendent, or REAM Deputy Director.

EXHIBIT A – EQUIPMENT LIST

Location	Model Number	Serial Number	Filter Size
Terminal Roof Top			
Unit #1	50TC-D24B1N6-6H5G0	4618P29609	20x25x2
Unit #2	50KC-A06B2N6-0K5C0	4518C89922	16x16x2
Unit #3	50HC-D11A1N6-6F4M0	3218P80599	20x20x2
Unit #4	50TC-D24B1N6-6H5G0	4718P29647	20x25x2
Unit #5	50HC-D11A1N6-6F4M0	3218P80598	20x20x2
Unit #6	50TC-D24B1N6-6H5G0	4618P29610	20x25x2
Unit #7	50TC-D24A1N6-6H5G0	3318P26713	20x25x2
Unit #8	50HC-D11B1N6-6F3M0	4718P86567	20x20x2
Unit #9	50HC-A07A1N6-OK5F0	3218P80646	16x20x2
Unit #10	50HC-D11B1N6-6F3M0	4718P86568	20x20x2
Unit #11	THD240G4RPB	182111071D	20x20x1
Unit #12	50HC-D14A1N6-6F5M0	3218P08920	18x24x2

CBP - Processing			
Unit #1	38AUZA12A0A6A0A0A0	3216C94025	16x24x2
Unit #2	38AUZA12A0A6A0A0A0	2915C93056	16x24x2
Unit #3	WDS033GB2B32A2A	E16G00761703001001	16x24x2

Server Room	MUZ-GL24NA	5001943T	Washable Screen
--------------------	------------	----------	-----------------

Security Room	PUY-A12NH46	53U07715B	Washable Screen
----------------------	-------------	-----------	-----------------

Electrical Room	MUY-30NA-1	5001943T	Washable Screen
------------------------	------------	----------	-----------------

Crew Room	4TTB3060A1000BB	9421TLR2F	16x20x1 / 20x20x1
------------------	-----------------	-----------	-------------------

Gangway			
Unit #1	TSJ120A4S0001	230511095L	16x24x2 / 18x24x2
Unit #2	TSJ120A4S0003	233812671L	16x24x2 / 18x24x2
Unit #3	TSJ120A4S0001	230511104L	16x24x2 / 18x24x2
MINI SPLIT	RZQ36TBVJUA	E000278	

Fixed Walkway			
	W60HF-C15VXXXXXR	10022896	16x30x1
	W60HF-C15VXXXXXR	10022898	16x30x1
	W60HF-C15VXXXXXR	10022897	16x30x1
	W60HF-C15VXXXXXR	10022899	16x30x1

Baggage X-Ray	24ABB360A0062011	2816E15478	20x24x1
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Note – Service Contractor to verify all model numbers, serial numbers, and filter sizes required.

END OF SECTION

EXHIBIT B - BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – MOBILE, ALABAMA CRUISE
TERMINAL – HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: 201 SOUTH WATER STREET, MOBILE, AL 36602

PROJECT NO.: SC-026-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated August 27, 2025, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: Star Service, Inc. of Mobile

ADDRESS: 4663 Halls Mill Road, Mobile, Alabama 36693

PHONE: 251-661-4050

EMAIL: starservice.com or gerryreimer@starservicese.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 37191

CITY OF MOBILE VENDOR NUMBER: 287799

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the

EXHIBIT B - BID FORM

PAGE 1 OF 4

right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. BASE BID – As specified in Scope of Work

BASE BID – PREVENTATIVE MAINTENANCE & REPAIR SERVICES - shall be based on the following Labor Rates: Hourly rates for HVAC Maintenance and Repair services shall be as follows:

Year 1:	\$ <u>1,750.00</u> monthly	\$ <u>21,000.00</u> annual
Year 2:	\$ <u>1,833.00</u> monthly	\$ <u>21,966.00</u> annual
Year 3:	\$ <u>1,917.00</u> monthly	\$ <u>23,004.00</u> annual
Total (Year 1+ Year 2+ Year3):		\$ <u>65,970.00</u>

*Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (All Years):

Sixty-Five Thousand, Nine Hundred Seventy & 00/100 Dollars \$ 65,970.00
(Amount in Words) (Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: \$ 105 per hour; Year 2: \$ 105 per hour; Year 3: \$ 105 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$ 157.50 per hour; Year 2: \$ 157.50 per hour; Year 3: \$ 157.50 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: \$ 157.50 per hour; Year 2: \$ 157.50 per hour; Year 3: \$ 157.50 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1, Dated 9/5/25
Addendum Number 2, Dated 9/16/25
Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

- A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
Yes. Commercial Property located at 4663 Halls Mill Road, Mobile AL 36693
- B. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe.
N/A
- C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? No. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

6. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Star Service, Inc. of Mobile

(Typed)

BY:



(Signature of Company Officer)

COMPANY OFFICER:

Hunter Elmore

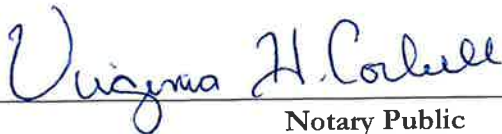
(Typed)

TITLE

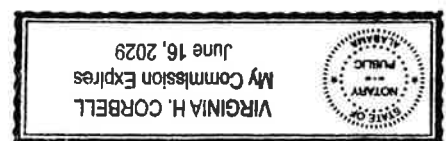
Vice President of Business Development/Partner

(Typed)

DATE September 17th, 20 25

Sworn to and subscribed before me this 17th day of September, 20 25

Notary Public



SUBCONTRACTING & MAJOR SUPPLIER PLAN

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

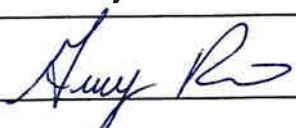
Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan**Section I. Information about your company**

Company	Star Service, Inc of Mobile
Address	4663 Halls Mill Road Mobile, AL 36693
Telephone	251-661-4050
E-Mail	gerryreimer@starservice.com

RFP/RFQ Solicitation Number	SC-026-25
Project Description	Service Contract-Mobile,AL Cruise Terminal-HVAC Maintenance&Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☐ Total #of Employees <u>40</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Gerry Reimer
 Signature:  Date: 9/17/2025
 Title: HVAC Consultant

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Hunter Elmore Title: Vice President of Business Development/Partner
 Email: hunterelmore@starservice.com Phone: 251-661-4050

Page 2 of 5
Subcontractor/Supplier Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Star Service, Inc of Mobile Your Bid/Proposal Amount \$ _____ Date: 9/17/2025

9	/	17	/	2025	Description	Service Contract-Mobile,AL Cruise Terminal-HVAC Maintenance&Repairs
---	---	----	---	------	-------------	---

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Star Service, Inc. of Mobile

Contact Person: Gerry Reimer Phone 251-661-4050 Email gerryreimer@starservice.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

 X Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Page 5 of 5
Subcontractor/Supplier Plan

END OF SECTION



Alabama Secretary of State



Star Service, Inc. of Mobile	
Entity ID Number	000-904-133
Entity Type	Foreign Corporation
Principal Address	4663 HALLS MILL ROAD MOBILE, AL 36693
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Louisiana
Formation Date	04/20/1995
Qualify Date	06/27/1995
Registered Agent Name	CORPORATION SERVICE COMPANY, INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/27/1995
Miscellaneous Filing Entry	CONSENT TO USE CORPORATE NAME
Transaction Date	08/29/1995
Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 57 ADAMS AVENUE MONTGOMERY, AL 36104
Transaction Date	03/15/1999
Registered Agent Changed From	BRIDGES, J EDWIN 4663 HALLS MILL RD MOBILE, AL 36693

Star Service, Inc. of Mobile	
Transaction Date	10/16/2000
Registered Agent Changed From	BRIDGES, J EDWIN 4663 HALLS MILL RD MOBILE, AL 36693
Transaction Date	10/19/2023
Registered Agent Changed From	MAYEUX, SHAUN 4663 HALLS MILL RD MOBILE, AL 36693
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/27/1995 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	06/27/1995 Certificate of Formation 1 pg.
Document Date / Type / Pages	08/29/1995 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/15/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/16/2000 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/19/2023 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 420616

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Star Service Inc. of Mobile	
Laurie Miller	
Name (Please Type or Print)	Title
Electronically Signed	06/08/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/08/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Star Service Inc. of Mobile
Company Facility Address:	4663 Halls Mill Rd.
	Mobile, AL 36693
Company Alternate Address:	PO Box 91473
	Mobile, AL 36691
County or Parish:	MOBILE
Employer Identification Number:	631142512



Company ID Number: 420616

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Laurie L Miller	Fax Number:	(251) 661 - 7050
Telephone Number:	(251) 661 - 4050		
E-mail Address:	lauriemiller@star-service.com		
Name:	Shaun Mayeux	Fax Number:	(251) 661 - 7050
Telephone Number:	(251) 661 - 4050		
E-mail Address:	shaunmayeux@star-service.com		
Name:	Richard Kennedy	Fax Number:	(251) 661 - 7050
Telephone Number:	(251) 661 - 4050		
E-mail Address:	richardkennedy@star-service.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

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

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

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 4 North Park Drive, Suite 500 Hunt Valley MD 21030	CONTACT NAME: Rebecca Gierczak Star Mobile GAU10W	
	PHONE (A/C, No, Ext): 410-339-7263 FAX (A/C, No): 410-339-7234	
	E-MAIL ADDRESS: FBSG.Certificates@rcmd.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Charter Oak Fire Insurance Company	25615
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 596908771	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	VTNCO5469B537PHX25	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	VTC2OCAP4R63COF25 VTJBAP4R631875COF25	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP4R6306452525	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB1S2815262525K	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job #SC-026-25: Service Contract Mobile, Alabama Cruise Terminal HVAC Maintenance and Repair. Certificate holder is included as Additional Insured under General Liability, including ongoing & completed operations and Automobile Liability on a primary & non-contributory basis as required by written contract. Contractual Liability is included. Waiver of Subrogation is granted in favor of all Additional Insureds under General Liability, Automobile Liability & Workers Compensation as required by written contract. Products/Completed Operations are included. Umbrella follows form of underlying General Liability, Automobile Liability and Employers Liability coverage. 30 days prior written notice of cancellation, 10 days notice of cancellation for non-payment of premium will be provided.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: UB-1S281526-25-25-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

- | | |
|-----------------------|--------------------------|
| 1. Alternate Employer | Address |
| CITY OF MOBILE | P.O. BOX 1827 MOBILE, AL |

2. State of Special or Temporary Employment
AL

3. Contract or Project
SC-026-25 MOBILE ALABAMA CRUISE TERMINAL-HVAC
MAINTENANCE & REPAIR

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured 04/01/2025

Policy No.
UB-1S281526-25-25-K

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 09-22-25

ST ASSIGN:

Page 1 of 1

POLICY NUMBER: UB-1S281526-25-25-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
CITY OF MOBILE	P.O. BOX 1827 MOBILE, AL	AL

POLICY #VTC2OCAP4R63COF25

TERM: 04/01/2025-2026

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. BROAD FORM NAMED INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage** Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or
 - b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

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2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.

COMMERCIAL GENERAL LIABILITY

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

COMMERCIAL GENERAL LIABILITY

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
- b. A trust;
as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB1S2815262525K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN
CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s

designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.
- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations,

rights, and remedies otherwise imposed or available by law.

- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor
 - a. fails to perform service in a satisfactory manner; or
 - b. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient

cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for loss of profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Mobile, Alabama Cruise Terminal – HVAC Maintenance and Repair
Project #SC-026-25

Date: September 5, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 27, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated September 3, is attached and forms part of Addendum No. 1.
- Item 2. Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier's Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

END OF ADDENDUM NUMBER 1

ATTENDANCE ROSTER



PURPOSE

PROJECT

LOCATION

DATE

Pre-Bid Conference

SC-026-25 Cruise Terminal HVAC Maintenance & Repair

Mobile, Alabama Cruise Terminal

9/3/2025

NAME

ORGANIZATION

OFFICE

CELL

EMAIL

David Stultz

City of Mobile

251-709-1428

david.stultz@cityofmobile.org

Darby Freeman

Persons Services

251-281-4466

freeman@personsservices.com

Daniel Paulk

Persons Services

334-797-9739

dpaulk@personsservices.com

Johnathan Jackson

Persons Services

251-518-6912

jjackson@personsservices.com

Darren Deas

Goram A/C

251-379-3233

darren@goramair.com

Enoch Smith

Easy Heating and Cooling

251-298-7287

251-366-0185

enoch@easyheatingcooling.com

Gerry Raimer

Star Service

251-508-4804

gerryreimer@starservice.com

Josh Benton

Star Service

251-661-4050

251-802-6804

joshbenton@starservice.com

Zachary Powell

Engineered Cooling Services

850-572-1221

zpowell@engconl.com

Keith Bradley

City of Mobile

251-324-6235

keith.bradley@cityofmobile.org



Addendum Number 2

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Mobile, Alabama Cruise Terminal – HVAC Maintenance and Repair
Project #SC-026-25

Date: September 16, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 27, 2025. Acknowledge the receipt of this Addendum No. 2, and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

Question: In Reference to Exhibit A - Scope of Work, 3rd service item.

“Should the service be performed bi-monthly as stated first or is the intent for it to be monthly and the document contains an error”.

Answer: Services to be performed Bi-monthly (6 visits per year) include belt adjustments, lubrication, and replacements if needed. All moving parts and components should be inspected which include bearings, drives, and fans. Adjustments should be made accordingly. Other operational checks include all compressors, refrigerant charges, and HVAC control systems.

Monthly services include replacement of air filters and cleaning of condensate drain lines. Inspect and secure all electrical connections.

Biannual service (2 visits a year) includes inspection of all support structures, cleaning interior and exterior coils, fans, blades, and electrical contacts.

END OF ADDENDUM NUMBER 2

Cassil, Katie

From: Stultz, David
Sent: Thursday, September 25, 2025 3:54 PM
To: Cassil, Katie
Subject: FW: Your Legal Request is Complete - We'd Love Your Feedback!

From: Maynard, Suntrease <suntrease.maynard@cityofmobile.org>
Sent: Wednesday, September 10, 2025 11:59 AM
To: Stultz, David <david.stultz@cityofmobile.org>
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Bryan Horsley has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0570

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Bryan Horsley

Request Type: Contract

If other:

Request Details: Service Contract review for Cruise Terminal HVAC Maintenance

Priority: Moderate

Date Entered: July 25th 2025 09:25

Proposed Due Date: August 15th 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Sandy Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Authorize 3-year Service Contract with Touchdown Cleaning Services Inc for carpet cleaning at the Mobile Alabama Cruise Terminal; \$28,410.00 per year; sponsored by Mayor Stimpson and Councilmember William Carroll (submitted by Carleen Stout, Real Estate Asset Management Dept)

Amount of Contract:

\$28,410.00 per year

Funding Source

60206020-42200

ATTACHMENTS:

1. SC-018-25 Contract Packet for CivicPlus

REVIEWERS:

Katie Cassil

Carleen Stout

Scott Collins

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: TOUCHDOWN CLEANING SERVICES, INC.

Project Name: SERVICE CONTRACT – MOBILE ALABAMA CRUISE
TERMINAL – CARPET CLEANING (3 YEARS)

Project Number: SC-018-25

Amount:	\$28,410.00	FIRST YEAR
	\$28,410.00	SECOND YEAR
	+ \$28,410.00	THIRD YEAR
	\$85,230.00	TOTAL CONTRACT

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE**
 205 Government Street
 P O Box 1827
 Mobile, Alabama 36633

And the Contractor: **TOUCHDOWN CLEANING SERVICES, INC.**
 31446 Coleman Lane
 Spanish Fort, Alabama 36527
 Telephone: (251) 753-8919

City Business License No.: **109565**
City Vendor No.: **295368**
State of Alabama Entity No.: **000-399-540**

For the following Project: **SERVICE CONTRACT – MOBILE, ALABAMA CRUISE**
 TERMINAL – CARPET CLEANING

 MOBILE, ALABAMA CRUISE TERMINAL
 201 SOUTH WATER STREET
 MOBILE, ALABAMA 36602

PROJECT NUMBER: **SC-018-25**



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Touchdown Cleaning Services, Inc., hereinafter referred to as "Contractor."

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

WHEREAS, the City issued Project Manual for SC-018-25 on August 27, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance for the Mobile, Alabama Cruise Terminal – Carpet Cleaning (the "Project"), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

- 2.1** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$85,230.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

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

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

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

11.0 OBLIGATIONS OF THE CITY

11.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

11.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

11.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection.
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

12.0 TERMINATION

12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of

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

13.0 DISPUTE RESOLUTION

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

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In

such case, the Contractor shall refund to the City any money which has been paid for same.

14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is REAM Director Carleen Stout-Clark or the Director's

designated representative, Deputy Director of Planning and Administration, Chad Holm.

- 16.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
P.O. Box 1827
Mobile, Alabama 36633-1827

CONTRACTOR:
Touchdown Cleaning Services, Inc.
c/o: Tracy Mosley
Contractor's Authorized Agent
31446 Coleman Lane
Spanish Fort, Alabama 36527

- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

- 17.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or

services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

18.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

19.0 WITHHOLDING PAYMENT DUE

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

20.0 CURE PLAN

20.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable

CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 PEER REVIEW/VALUE ENGINEERING

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

23.0 ANTI-BOYCOTT

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

24.0 NON-DISCRIMINATION

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

25.0 COMPLIANCE WITH IMMIGRATION LAW

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state

of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

26.0 MISCELLANEOUS

- 26.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 26.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 26.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 26.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any

rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

26.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

26.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

26.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

26.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

26.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

26.17 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

26.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

26.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

26.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:
Touchdown Cleaning Services, Inc.

Signature

Tracy L. Mosley-Manager
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Tracy L. Mosley as Manager of Touchdown Cleaning Services, Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation
Sworn to and subscribed for me this 26th day of September, 2025.

Marilyn L. Bullard
NOTARY PUBLIC

STATE OF ALABAMA AT-LARGE
My Commission Expires:



END OF SECTION

SCOPE OF WORK

August 27, 2025

Scope of Services:

The Mobile, Alabama Cruise Terminal is a dedicated passenger cruise terminal, located at 201 South Water Street, Mobile, AL 36602. The Cruise Terminal currently handles approximately 5,000 passengers every 6-8 days over a 12-hour period. Due to this high level of foot traffic and the specialized function of the facility, the carpeted areas of the building need regular, specialized cleaning and require the highest quality of work from the Service Contractor.

The Scope of Work is to provide all labor, tools, equipment, insurance, cleaning materials and other supplies necessary for the cleaning of the carpeted areas within the Customs & Border Protection Offices, Concourse/ Terminal Area, Cruise Terminal Administrative Offices, Elevator Tower, and Passenger Elevators. This work includes all labor and tools needed to remove prior to cleaning, and return after carpet has dried, all furniture, fixtures, planters, etc. from the carpeted areas to be cleaned (permanently installed items such as x-ray machines and metal detectors are not to be moved):

General

1. Carpet is a 100% solution dyed nylon carpet tile.
2. Carpeted area to be cleaned is as follows:
 - a. Customs & Border Protection (CBP) Offices (Level 1) - approximately 1,450 square feet*
 - b. Concourse/Terminal Area (Level 2) - approximately 21,600 square feet*
 - c. Administrative Offices (Mezzanine-Level 3) – approximately 1,470 square feet*
 - d. Walk-off mats on each of the Three (3) floors of the Elevator Tower – approximately 100 square feet*
 - e. Floor 1 of the Elevator Tower and Level 1 of the Terminal Building – approximately 1,340 square feet*
 - f. Two (2) Passenger Elevators – approximately 40 square feet*

***Approximate areas are listed for reference only. Bidders shall verify all areas and shall base their bids on measurements taken in the field.**

3. All carpet cleaning shall occur between the hours of 8:00 am and 4:00 pm on non-cruise days as directed by Cruise Terminal staff. Exact dates of cruise schedules, and correlated facility availability dates for contracted carpet cleaning, may vary from year to year and must be coordinated with Cruise Terminal staff.
4. Service Contractor shall be responsible for the removal and relocation of all furniture, fixtures, and any other movable items from the area to be cleaned. Dollies and other moving equipment will NOT be provided.
5. Service Contractor shall provide all required and necessary equipment to complete the scope of work including, but not limited to, all extension cords, air handlers/dryers, cleaning products, chemicals, cleaning equipment, etc. Cruise Terminal power and water will be available for use for cleaning operations.

6. Carpet shall be thoroughly vacuumed prior to beginning carpet cleaning.
7. Carpet shall be prepared and cleaned in general conformance with the Maintenance of Shaw Contract Group Carpets (attached as Exhibit A). Cleaning materials and equipment shall be as approved by the Carpet and Rug Institute, Inc. and Shaw Carpet, Inc.
8. Cleaning by the use of a high performance hot water extraction system, commonly referred to as a “steam cleaning” system, is the required cleaning process for this level of cleaning. Self-contained, walk-behind machines may be used as long as they are considered hot water extraction equipment commonly used by industry professionals. This type of machine applies the cleaning solution at a rate which is balanced with the recovery capability of the machine. A truck mounted unit located outside of the building with only the hose(s) and wand(s) brought inside that can reach the entire width and length of the Cruise Terminal (Refer to Exhibit A Maintenance of Shaw Contract Group Carpets for additional information.).
9. Service Contractor shall ensure that carpet has thoroughly dried and all furniture, fixtures and any other movable items have been returned to their original location prior to leaving the site.
10. The Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. Workers must have a Transportation Worker Identification Credential (TWIC) badge, or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at <https://www.tsa.gov/for-industry/twic>.
11. On-site parking or staging of Service Contractor’s vehicles shall be only as directed by Cruise Terminal staff.
12. Due to limited facility storage space, Service Contractor will not be allowed to store supplies and equipment on site.

Carpet Cleaning Services

- A. Deep Cleaning
Customs & Border Protection offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine – Level 3): Cleaning Frequency - Three (3) times per year (in July, November and March or as otherwise directed by Owner)
- B. Deep Cleaning
Concourse/Terminal Area (Level 2), Walk-off mats on each of the three (3) floors of the Elevator Lobby, Level 1 of Terminal, and Two (2) Passenger Elevators: Cleaning Frequency – Twelve (12) times per year (once per month)
- C. Spot Cleaning
Concourse/Terminal Area (Level 2), Walk-off mats on each of the three (3) floors of

the Elevator Tower, Elevator Lobby, Level of Terminal, and Two (2) Passenger Elevators

Type 1 - Cleaning of a single or multiple spots with a total area of no larger than 144 square feet, as identified by Cruise Terminal staff. Cleaning Frequency – Anticipated Forty (40) times per year (as directed by Cruise Terminal staff)

Type 2 - Cleaning of a single or multiple spots with a total area of no larger than 1,000 square feet, as identified by Cruise Terminal staff. Cleaning frequency – Anticipated Ten (10) times per year (as directed by Cruise Terminal staff)

No guarantees of service requests should be implied or suggested. The Owner reserves the right to increase or decrease the frequency of carpet cleaning as needed throughout the contract term. Unit Prices for each type of service will govern.

END OF SECTION

MAINTENANCE OF SHAW CONTRACT GROUP CARPETS

Shaw Contract Group tile and broadloom carpets are quality engineered to provide a long useful life and enhance the indoor environment. Carpet offers many advantages over other flooring systems, such as reduced fatigue, sound absorption, and lower life cycle costs.

From the start, the carpet maintenance program should be considered part of the carpet buying decision. If proper maintenance is neglected, the carpet's appearance will suffer, shortening the carpet's useful life and raising long term costs.

A comprehensive carpet care program consists of four elements:

- * Reduction of soil entering the building
- * Removal of dry soil
- * Removal of spots and spills
- * Cleaning by high performance hot water extraction

THE IMPORTANCE OF PLANNING

Tailor the design of the program to the amount of traffic and type of soiling which vary by area. Due to higher traffic levels, entrance lobbies, elevators, and hallways will need more care than offices. Food service areas and entrances will require more effort due to the more difficult soiling conditions. Consult the chart for suggested frequencies by traffic levels.

Traffic Level	Vacuum	Spot Clean	Hot Water Extraction
Light	2-3 times/week	As needed	Annually
Medium	Daily	As needed	Twice/year
Heavy	1+ times/day	As needed	Quarterly
Extra Heavy *	1+ times/day	As needed	Minimum Monthly/as needed

Light traffic = private offices & cubicles

Medium traffic = shared offices, interior hallways & conference rooms

Heavy traffic = entrances, elevators, main hallways, break rooms, work/copy rooms & mailrooms

*** Extra Heavy = airports & entries to hospitals, malls & theaters *extra heavy traffic & soiling require frequent attention**

Although Shaw Industries products are designed for specific applications and are tested to withstand the tremendous beating that carpet receives in some uses, there are some conditions where appearance change must be expected. Carpet and other flooring materials where the oily material from asphalt sealers is tracked into the building may become yellowed over time. This material stains not only carpet but other flooring materials as well. It is virtually impossible to remove all of this material once it has penetrated the fiber of any carpet. Walk off mats and periodic cleaning can reduce this phenomenon. When sealing asphalt parking lots specify a high quality sealer and ask the vendor for a warranty that this will not occur.

Areas where large amounts of sandy soil enter the building may become dull in appearance over time. This is due to abrasion of the fiber surface, reducing the reflection of light. This is minimized by frequent vacuuming.

REDUCTION OF SOILING

One of the most critical aspects of maintenance is the use of walk-off mats at building entrances. Mats are also one of the least understood and neglected parts of the maintenance program. Walk-off mats greatly reduce the amount of soil carried into a building by foot traffic. Other areas where mats are beneficial are service entrances with direct contact to the outside, from the hard surface

area in a kitchen to the carpeted dining area in a restaurant, or at entrances from plant facilities into the offices. Various studies have shown that the cost of removing a pound of soil from a building ranges up to \$500 or more! Clearly, it is far cheaper to stop the dirt at the door.

The choice of mats is important because the cheaper mats do a poor job of trapping soil and have a short life span. Walk-off mats fall into two categories; those designed to remove and trap gritty soil and those intended to absorb water during wet weather. They should be used in combination.

Good soil removal mats have a coarse texture, are able to brush soil from shoes, and can hold large amounts of soil in their pile. The water absorbent mat is used inside to prevent tracked in moisture from getting to the carpet. A wet carpet acts like a giant shoe cleaner and soils rapidly. When both types of mats are used in combination, they should always be placed so that incoming traffic passes over the soil removal mat first, because the absorbent types have very little soil holding ability.

For mats to continue to trap soil, they should be cleaned on a regular basis, more frequently than the carpet. If accumulated soil is not removed, the mat will become overloaded and cannot prevent soil from entering the building - the mat may even become a source of soil itself. When a building is new or still under construction, soil may be tracked in from unfinished grounds so the mats need to be cleaned more often.

REMOVAL OF DRY SOIL

Vacuuming is the **most significant element** in the maintenance of carpet and the overall appearance of the facility. Research has shown that 85% of the soil tracked into a building is dry, and the other 15% is oily. Vacuums are designed to remove the dry soil. Walking on soiled carpet

permits the soil particles to work their way down into the pile where they are more difficult to remove. Frequent vacuuming removes soil particles from the surface before this happens. Heavily trafficked areas, such as entrances and major corridors, should be vacuumed at least once a day. Areas with less traffic such as offices should be vacuumed every other day depending upon conditions.

Vacuum Cleaner Recommendations:

1. We only recommend use of vacuums certified in **The Carpet and Rug Institute (www.carpet-rug.org) Vacuum Cleaning Indoor Air Quality Program**. Vacuums specifically designed for commercial installations offer characteristics which help meet the demands of a good maintenance program.
2. For carpet tile and carpets that are **glued directly to the floor without cushion**, a vacuum with a rotating cylindrical brush, rather than a beater bar, should be used to agitate the pile and loosen the soil. Beater bars can damage the pile of direct-glued carpet if the machine height adjustment is set too low. This can also damage the vacuum.
3. Vacuums with either a beater bar or rotating brush can be used for carpet installed over pad, or with attached cushion backings. These vacuums are also recommended for double stick installations where the carpet is glued to the pad.
4. Bags that fill from the top are preferred over those that fill from the bottom. Replaceable paper bags or paper liners for cloth bags are better filters than cloth bags alone because they can trap more of the small particles that cloth bags allow to pass back into the air. Many vacuums can also be used with **micro filtration or high efficiency bags** which capture even smaller particles which tend to be related to allergy complaints and can also reduce the need for dusting. Check bags frequently and replace when 1/2 to 2/3 full to avoid a decrease in efficiency. When changing bags, also check the belt and replace if loose or worn.
5. A good vacuum is vital to prolonging the life of your carpet. A cheap vacuum can remove surface dirt but may not effectively remove the hidden particles embedded in the pile. This can lead to rapid appearance loss and complaints of poor product performance. A hundred dollars saved on the price of a vacuum can easily cost thousands of dollars in reduced useful life of the carpet

PILE LIFTING

Between cleanings, regular use of a **pile lifter** can remove deeply embedded dry sand and soil, help stand up the pile and renew the appearance of the carpet in high traffic areas such as traffic funnel zones, elevators, and lobbies. A pile lifter is an upright two motor vacuum with a large, adjustable motor driven brush, a high suction vacuum motor, and a sand trap. Using a pile lifter in traffic lanes just prior to cleaning removes the deeply embedded soil and opens up the pile so the hot water extraction can be more effective. **Follow the pile lifting with a thorough vacuuming.**

SPOT AND SPILL REMOVAL

All maintenance procedures mentioned thus far have been **planned**; spot and stain removal is the reaction to an **unplanned** incident. Therefore, it is desirable to have the needed materials handy by planning ahead of time. The professional cleaning companies have spot removal kits in convenient carrying cases that contain all the necessary materials. For assistance with specific stain removal procedures, contact Shaw Industries Technical Services Department through Inforum at 877-502-7429.

General Instructions:

Spot removal products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program for cleaning products are recommended for specific spots. (Reference www.carpet-rug.org) Additional spot removal procedures are listed below if professional and CRI certified products are not available:

- * Scoop up any solids gently with a spoon or dull knife. Absorb wet spills as quickly as possible by blotting with **white** paper or cloth towels.
- * Always blot, **never scrub or rub abrasively**, because it may create a fuzzy area. When blotting, work from the outer edge in toward the center of the spot to avoid spreading the spill and enlarging the problem.
- * Thorough removal of both the stain material and the detergent residue is critical to prevent re-soiling. Water extraction is the best way to accomplish this. Many cleaning equipment manufacturers offer small extraction machines specially designed for spot cleaning. These are small, lightweight and highly portable. They do an excellent job of rinsing after spot cleaning. They are also an excellent way to deal with body fluids on the carpet. For additional information on these machines call the Shaw Technical Services Department.
- * Place several layers of white towels on the spot to draw out any remaining moisture. Weight them down with a heavy object that will not transfer color, such as a plastic jug of water.

Removal Procedures:

A. WATER SOLUBLE STAINS - Absorb as much as possible with white towels. Blot the affected area with more towels dampened with cool water until no more color transfers to the towels. If any of the stain remains, use a detergent solution of 1/2 teaspoon (no more) of **CLEAR** liquid hand dishwashing detergent (do not use those containing lanolin or hand lotions) to a quart of water in a clean spray bottle. You may also use a general purpose spot cleaner with a pH less than 10.

For printed carpets, do not use cleaning agents with a pH higher than 8. Spray lightly onto the spot and blot repeatedly with white towels. **Rinse thoroughly** by spraying with clean water, and then blot or extract. Do not use too much detergent because the residue will contribute to rapid re-soiling.

A-1. Either: apply a white vinegar solution (one part white vinegar to one part water) to a white towel and blot or spray onto spot. Continue as in "A" or use a slightly acidic spotter made for

coffee, tea and other tannin stains rather than the detergent.

A-2. Either: apply a solution of household ammonia (one tablespoon of ammonia to one cup water) to a white towel and blot or spray onto spot. Continue as in "**A**" or use an alkaline spotter made for removing blood and protein stains rather than the detergent. **Do not use on printed styles.**

B. GREASE- Blot as much as possible with white towels. Apply a solvent designed for grease removal to a towel and blot. **Use sparingly and do not pour or spray directly** on the carpet pile as damage to the backing or adhesive underneath may result. A better option is the use of a gel solvent. The advantage of the gel is that it remains on or near the surface where the grease is. The application is much more controllable and has two distinct advantages. By remaining in the area where gel is applied, it allows additional dwell time for the contaminant to soften and by not penetrating to the backing, there is no risk of carpet delaminating.

Use the towels to transport the solvent to the carpet. Repeat until no more color transfers to the towel. Protective gloves should be worn because the solvent will quickly remove oils from the skin and may result in irritation. Provide adequate ventilation and **do not use flammable solvents!** Rinse thoroughly by spraying with clean water, and then blot or extract. If needed, continue with procedures in "**A**".

C. FREEZE areas with chewing gum and candle wax with ice or a commercially available product in an aerosol can. Shatter with a blunt object and vacuum before the chips soften. Follow up with solvent as in "**B**". A better option is the use of a gel solvent.

D. Several specialty spotting products are available from cleaning industry suppliers to remove difficult stains such as Betadine, food dyes, mustard, etc... For specific specialty products, contact Shaw Technical Services through Inforum at 877-502-7429.

E. RUST can be removed in most cases with a 10% solution of oxalic acid which is available under several brand names at most stores selling cleaning products. Stubborn cases require 5% hydrofluoric acid which is difficult to obtain and dangerous to use. Both should be used with **caution** by a trained professional.

RECOMMENDED PROCEDURES BY STAIN TYPE

STAIN	REMOVAL PROCEDURE
Adhesive, Carpet*	B, A,
Alcoholic Beverages	A
Asphalt	B
Beer	A
Betadine*	A, D
Blood, wet Dry	A A-2
Butter	B
Chewing Gum	C
Chocolate	A-2
Coffee*	A-1, D
Cola Drinks	A
Cosmetics*	B, A, D
Crayon	B
Deicer, Salt	Vacuum, A
Excrement	A
Food Dyes*	A, D
Furniture Polish	A, B

STAIN	REMOVAL PROCEDURE
Grease, Auto Food	B A
Ink, Ballpoint Permanent Washable*	B B, D A
Lipstick	B
Milk	A
Mustard*	A, D
Nail Polish	Polish Remover
Paint, Latex, Wet Latex, Dry Oil	A B B
Rust*	E
Tea*	A-1, D
Toner, Copier	Vacuum, A
Unknown*	B, A
Urine	A-1
Vomit	A-1
Wax	C
Wine	A-2

* Consulting a Trained Professional Cleaner is an option

CLEANING

Even with thorough vacuuming, cleaning is necessary to remove the 15% of soil which is the oily type material, as well as that which the vacuum cannot remove. In order to maintain acceptable appearance, the carpet **must** be cleaned on a periodic basis to prevent the carpet from becoming so dirty that it can no longer be cleaned satisfactorily. The frequency of cleaning must be adjusted to the rate at which soil accumulates; therefore, heavily trafficked areas typically require more frequent cleaning, as do areas with less traffic but more soil.

When the color of the carpet begins to look dull, it is time to clean the carpet. The traffic lanes will show this first. If the carpet is cleaned before it becomes excessively soiled, the cleaning will be more successful and a much easier task. This is especially important in places where oily soil is prevalent, such as the areas near streets or asphalt parking lots, and those around cooking or dining facilities.

Oil tends to oxidize slowly, forming a sticky material similar to varnish which becomes nearly impossible to remove as it ages.

Another stubborn problem is the salt or deicer from snow melt which accumulates in the carpet over winter. Salt pulls moisture from the air and prevents the carpet from drying as quickly as it normally would. Remember that damp carpet acts like a wet sponge to clean shoes and collect soil faster. The resulting black discoloration in the traffic lanes requires pretreatment with a traffic lane cleaner to break down the soiling and the use of hot, not warm, water to dissolve and remove the salt and soil. Residue from snow melt can cause possible damage, including discoloration. Salt is also an abrasive substance which can cause damage to the fibers.

The Cleaning System:

A number of cleaning systems are available; their effectiveness varies widely. When choosing the cleaning system, the important considerations are:

- It must clean effectively
- It must not damage the texture of the carpet
- It must not leave excessive residues of cleaning materials.

Shaw Industries recommendations are based on significant laboratory work and many years of experience in the field. **Shaw recommends only the high performance hot water extraction system, which research indicates provides the best capability for cleaning.** This system is commonly referred to as "steam cleaning" although no steam is actually generated. The process consists of applying a cleaning agent onto the pile, and using water in the extractor to recover the used solution and soil. This can be done from a truck-mounted unit outside the facility with only the hose and wand brought inside, or where a truck-mounted unit cannot reach, by a portable system brought into the facility.

A list of cleaning products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program may be found at www.carpet-rug.org. For additional assistance contact Inforum at 877-502-7429.

The Hot Water Extraction method using high performance equipment should be the *primary* scheduled method to clean carpets. Shaw Industries recommends the use of Hot water extraction equipment which has obtained a Gold Rating in the **Carpet and Rug Institute (CRI) Seal of Approval Program. A list of equipment that has obtained the Gold Rating may be found at www.carpet-rug.org.** Self-contained, walk-behind machines are another type of hot water extraction equipment commonly used. They apply the cleaning solution at a rate which is balanced with the recovery capability of the machine. This type machine is often employed where cleaning is done by in-house maintenance staffs. Since these machines cannot equal the performance of high performance extractors, their use should be scheduled as an interim frequency supplemented by periodic high performance cleaning.

When necessary interim cleaning systems are successful when used to supplement the extraction program. These interim cleaning processes help enhance the carpet's appearance between deep cleanings. Low moisture encapsulation systems are also

interim cleaning processes that enable the carpet's appearance to be improved and returned to service in a short amount of time. The cleaning agent is agitated into the carpet's pile with a mechanical brush, allowed to dry and vacuumed to remove the encapsulated soil from the carpet. In conjunction with scheduled Hot Water Extraction cleanings, the low moisture systems can help maintain a satisfactory appearance.

SHAW DOES NOT RECOMMEND!

"Bonnet" Systems:

The name for these systems is derived from the rotating bonnet of terry cloth or other absorbent material used to agitate the pile and pick up soil. A detergent solution is sprayed onto the pile, and is then worked with the bonnet attached to a rotary floor polisher. It is at best a temporary appearance enhancement because it only absorbs at the surface and does no real extraction of deep soil. **SHAW DOES NOT ADVOCATE THIS SYSTEM.** It is **not substitute for hot water extraction.**

It has very limited capability for soil removal and often leaves most of the detergent in the pile. The spinning bonnet may distort the pile of cut pile carpets and leave distinct swirl marks.

SHAW'S EXPERIENCE HAS BEEN THAT MORE CUSTOMER SOILING COMPLAINTS RESULT FROM THIS SYSTEM THAN ALL OTHER CAUSES COMBINED!

The bonnet system may damage the edges of some carpet tiles.

Water recycling machines

Shaw Industries does not recommend any cleaning machine which continuously recycles the cleaning solution. A growing body of experience is showing that although the large particles are filtered out, the soluble materials, including detergents and soluble contaminants are distributed over the whole area. With repeated cleanings these materials become more concentrated and begin to cause rapid resoiling.

CHOOSING A PROFESSIONAL CLEANER

One way to locate a nearby professional carpet cleaner who uses a hot water extraction system is to contact the **Institute of Inspection, Cleaning & Restoration Certification (IICRC)** at 800-835-4624 or www.iicrc.org.

This organization maintains a national directory of independent professional cleaners who are trained and certified in a variety of cleaning specialties. **You must specifically request a professional cleaner using hot water extraction. IICRC certified firms with the "Master Cleaner" certification are preferred.**

BASIC GUIDELINES FOR IN-HOUSE MAINTENANCE

If you choose to maintain your carpet using in-house personnel, here are some guidelines to

follow. For a good reference describing carpet cleaning and the hot water extraction method specifically, read the *Carpet Cleaning Standard*, (S100) by the IICRC, available at the number listed above.

1. Thoroughly vacuum the area to be cleaned before the hot water extraction to remove as much dry soil as possible. Use a pile lifter if necessary in high traffic areas.

2. Remove spots and stains using the procedures above or a commercially available spot removal kit. Pre-treat the heavily soiled areas and traffic lanes with traffic lane cleaner **certified in the Carpet and Rug Institute (CRI) Seal of Approval Program (www.carpet-rug.org)**. Agitate the carpet using carpet rake or agitation equipment. This allows the cleaning agent to penetrate. A minimum of ten minutes of dwell time is recommended to allow the cleaning agent time to loosen contaminants. Although it is advisable to minimize the use of solvents, many traffic lane cleaners do contain some solvents to help remove the stubborn oily dirt often found in traffic areas. Treat a small area and extract the liquid before the traffic lane cleaner dries.

On most commercial carpets, **use a detergent with a pH less than 10, preferably near 9, and with a minimum of non-sticky residue. For *printed carpets*, use a detergent solution that has a pH between 6 and 8.**

Cleaning products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program for Cleaning Products are recommended. For additional assistance contact Inforum at 1-877-502-7429.

Your detergent selection is important. It is even more important to remove all the detergent you put into the carpet. A detergents' ability to bind to particles of soil and oil is what makes cleaning happen. However, the detergent residue continues to attract and hold soil even after drying. Increasing the amount of detergent beyond the recommended level does not increase cleaning performance, but makes the complete removal of detergent more difficult.

Excessive detergent residue is the most common cause of accelerated resoiling complaints. Shaw does not recommend the use of cleaning agents with optical brighteners.

3. **Avoid over-wetting** the carpet. Prolonged dampness may cause discoloration, promote growth of mildew and bacteria in the carpet, or cause separation of the backing. This can be controlled by a combination of proper equipment and operator training.

4. Do **not** use any silicone-based anti-soil treatments on carpet produced by Shaw.

5. **Reduce drying time** by using several fans or air movers to move air across the carpet in combination with a dehumidifier or air conditioner to pull moisture out of the air. Carpet should be completely dry within 12 hours or less.

Technical Services Bulletin 502-01/08

END OF SECTION

EXHIBIT B - BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT
MOBILE, ALABAMA CRUISE TERMINAL
CARPET CLEANING

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL

PROJECT NO.: SC-018-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated August 27, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Touchdown Cleaning Services, Inc.

ADDRESS: 31446 Coleman Lane, Spanish Fort, AL 36527

PHONE: 251-753-8919

EMAIL: Touchdowncs4@gmail.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 109565

CITY OF MOBILE VENDOR NUMBER: 295368

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option

to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in Scope of Work

First Year (Initial Term)

A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)*:

\$ 246.00 per cleaning x 3 times per year = \$ 738.00

B. Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

\$ 2,081.00 per cleaning x 12 times per year = \$ 24,972.00

C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

Type 1 (144 SF Max Area)
\$ 25.00 per cleaning x 40 times per year = \$ 1,000.00

Type 2 (1,000 SF Max Area)
\$ 170.00 per cleaning x 10 times per year = \$ 1,700.00

Total First Year Bid (A + B + C): \$ 28,410.00

Second Year (First Additional Term)

A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)*:

\$ 246.00 per cleaning x 3 times per year = \$ 738.00

B. . Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

\$ 2,081.00 per cleaning x 12 times per year = \$ 24,972.00

C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

Type 1 (144 SF Max Area):\$ 25.00 per cleaning x 40 times per year = \$ 1,000.00**Type 2 (1,000 SF Max Area) :**\$ 170.00 per cleaning x 10 times per year = \$ 1,700.00**Total Second Year Bid (A + B + C):** \$ 28,410.00**Third Year (Second Additional Term)****A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)*:**\$ 246.00 per cleaning x 3 times per year = \$ 738.00**B. . Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:**\$ 2,081.00 per cleaning x 12 times per year = \$ 24,972.00**C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:****Type 1 (144 SF Max Area)**\$ 25.00 per cleaning x 40 times per year = \$ 1,000.00**Type 2 (1,000 SF Max Area)**\$ 170.00 per cleaning x 10 times per year = \$ 1,700.00**Total Third Year Bid (A + B + C)** \$ 28,410.00

* Reference Section 01000 – Scope of Work for specific areas to be cleaned

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.**Total Bid:** \$ 85,230.00**Total Bid Amount:****Eighty Five Thousand Two Hundred and Thirty----- & 00/100 Dollars** \$ 85,230.00

(Amount in Words)

(Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Exhibit A – Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bid above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ 16.00 per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ 16.50 per hour
- C. Overtime Holidays (Bidder's Holidays): \$ 17.00 per hour

Parts/Material: Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:

Addendum Number 1, Dated 8/27/25
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1: **Sheila H. Gurganus - Director**

Company Name: Mobile Alabama Cruise Terminal
Company Address: 201 S. Water Street, Mobile, AL 36602
Telephone: 251-338-7447 Email: sgurganus@cityofmobile.org
Type of Work: Carpet Cleaning - Janitorial
Date(s): July 2018-Present

B. Reference #2: **Jennifer Dunn**

Company Name: Mobile County Revenue Commission

Company Address: 3925 Michael Blvd., Mobile, AL 36609
Telephone: (251) 574-5083 Email: Jennifer.dunn@mobilecounty.gov
Type of Work: Janitorial - Carpet Cleaning Strip and Wax
Date(s): December 2020 - Present

C. Reference #3: **Julie Morgan**

Company Name: Mobile County Public School Systems
Company Address: 1 Magnum Pass, Mobile, AL
Telephone: (251) 221-4473 Email: purchasing@mcpss.com
Type of Work: Strip and wax flooring
Date(s): May 2018-Present

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

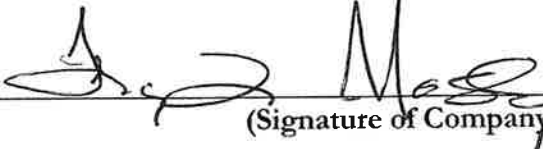
- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

6. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Touchdown Cleaning Services, Inc.

(Typed)

BY: 

(Signature of Company Officer)

COMPANY OFFICER: Tracy L. Mosley

(Typed)

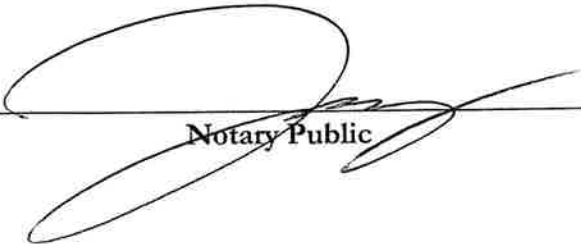
TITLE Office Manager

(Typed)

DATE Sept 16, 2025



Sworn to and subscribed before me this 16 day of SEP, 2025


Notary Public

END OF SECTION

SUBCONTRACTING & MAJOR SUPPLIER PLAN

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Touchdown Cleaning Services, Inc.
Address	31446 Coleman Lane Spanish Fort, AL 36527
Telephone	251-753-8919 or 251-402-2703
E-Mail	Touchdowncs4@gmail.com

RFP/RFQ Solicitation Number	SC-018-25
Project Description	Carpet Cleaning
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☐ SDVO ☐
	Total #of Employees <u>20</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Tracy L. MosleySignature:  Date: 9/5/2025Title: Office Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Tracy L. Mosley Title: Office ManagerEmail: Touchdowncs4@gmail.com Phone: 251-753-8919



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Touchdown
Cleaning Svs., Inc. Your Bid/Proposal Amount \$ 85,230.00

Date: 9/5/2025

SC 018 / 25 Description Mobile Alabama Cruise Terminal Carpet Cleaning

Name of Bidder/Proposer: Clinton C. Mosley

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
H&S COMMERCIAL	251 300-3297	JANITORIAL	\$2,556.9	3%	Y	
A PLUS	334 391-4601	JANITORIAL	\$2,556.9	3%	Y	
ISLAND PROPERTIES	251 545-8456	JANITORIAL	\$2,556.9	3%	Y	
Championship Enterprises	205 621-8415	JANITORIAL	\$2,556.9	3%	Y	
Atkins & Goolsby	205 621-8415	JANITORIAL	\$2,556.9	3%	Y	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Touchdown Cleaning Services, Inc.

Contact Person: Tracy L. Mosley Phone 251-753-8919 Email Touchdowncs4@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (✓)	NO ()	Did you do these suggested areas for DBE recruitment and engagement
✓		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
✓		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
✓		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

✓ _____ Could not find sufficient DBEs to provide subcontracting or supplier services.

✓ _____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____ DBEs were contact via email and phone.

END OF SECTION



Alabama Secretary of State



Touchdown Cleaning Services, Inc.	
Entity ID Number	000-399-540
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/15/2017
Registered Agent Name	JUSTICE, SHIRLEY M
Registered Office Street Address	ONE ST LOUIS CENTRE SUITE 1000 MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 2025 MOBILE, AL 36652
Nature of Business	PROVIDE RESIDENTIAL/COMMERCIAL CLEANING SERVICES
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	MOSLEY, CLINTON CARNELL
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Name	MOSLEY, TRACY L
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporators	
Incorporator Name	MOSLEY, CLINTON C
Incorporator Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporator Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Annual Reports	

Touchdown Cleaning Services, Inc.	
Report Year	2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	08/24/2017
Miscellaneous Filing Entry	New Entity Effective 08-15-2017 15:29
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/24/2017 Certificate of Formation 4 pgs.

[Browse Results](#)

[New Search](#)

Company ID Number: 1223619

Approved by:

Employer Touchdown Cleaning Services, Inc.	
Name (Please Type or Print) Tracy L. Mosley	Title
Signature Electronically Signed	Date 08/21/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2017

Company ID Number: 1223619

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Touchdown Cleaning Services, Inc.
Company Facility Address	31446 Coleman Lane Spanish Fort, AL 36527
Company Alternate Address	30941 Mill Ln Suite G338 Spanish Fort, AL 36527
County or Parish	BALDWIN
Employer Identification Number	822488655
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/01/2025

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

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

PRODUCER The Pullen Agency, LLC 2718 Dauphin St Mobile, AL 36606	CONTACT NAME: Joseph Pullen PHONE (A/C, No, Ext): 251-479-6132 FAX (A/C, No): E-MAIL ADDRESS: jpullen@farmersagent.com														
INSURED Touchdown Cleaning Services Inc. DBA Personal Touch Cleaning Services 31446 Coleman Lane Spanish Fort, AL 36257	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hiscox</td> <td>10200</td> </tr> <tr> <td>INSURER B: State Farm</td> <td>25178</td> </tr> <tr> <td>INSURER C: Travelers</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox	10200	INSURER B: State Farm	25178	INSURER C: Travelers	25658	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	x	x	P100.224.945.6	04/24/2025	04/24/2026	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10000						
	MED EXP (Any one person) \$ 5000						
	PERSONAL & ADV INJURY \$ 1000000						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	x	x	282624-21-01	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$ 1000000						
	BODILY INJURY (Per accident) \$ 1000000						
	PROPERTY DAMAGE (Per accident) \$ 1000000						
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	x	x	93-cp-d6637	01/18/2025	01/18/2026	EACH OCCURRENCE \$ 1000000
	AGGREGATE \$ 2000000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4W155994	02/01/2025	02/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

Project Name: SC-018-25 MOBILE ALABAMA CRUISE TERMINAL - CARPET CLEANING

City Of Mobile is an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Automobile Liability and Umbrella Liability, and Workers Compensation and Employers Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
 P.O Box 1827
 Mobile, ALabama 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DocuSigned by:

Joseph Quinn Pullen

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract

Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably

encumber the site with materials or equipment.

- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service

Contractor for performance of the Work under the Contract Documents.

- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable

bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.
- 2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies

required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling (251) 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor
 - 1. fails to perform service in a satisfactory manner; or
 - 2. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for loss of profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Mobile, Alabama Cruise Terminal - Carpet Cleaning

Project #SC-018-25

Date: September 5, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 27, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated September 3, is attached and forms part of Addendum No. 1.
- Item 2. Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier's Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

END OF ADDENDUM NUMBER 1

Cassil, Katie

From: Stultz, David
Sent: Thursday, September 25, 2025 3:54 PM
To: Cassil, Katie
Subject: FW: Your Legal Request is Complete - We'd Love Your Feedback!

From: Maynard, Suntrease <suntrease.maynard@cityofmobile.org>
Sent: Wednesday, September 10, 2025 12:00 PM
To: Stultz, David <david.stultz@cityofmobile.org>
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Bryan Horsley has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0561

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Bryan Horsley

Request Type: Contract

If other:

Request Details: Service Contract Project Manual Review for the Cruise Terminal Carpet Cleaning Bid

Priority: Moderate

Date Entered: July 23rd 2025 10:42

Proposed Due Date: August 15th 2025

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 600, 700, and 800 West I-65 Service Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 30, 2025**, a public hearing will be held on the **4th** day of **November**, 2025, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at 600, 700 & 800 West I-65 Service Road South and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on September 18, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;

3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of November, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 8th day of October, 2025

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 600, 700 & 800 West I-65 Service Road South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 15, 2019. The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking**, subject to the following proposed conditions: 1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation; 2. Retention of the 25-foot front yard setback along West I-65 Service Road South; 3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan; 4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC; 5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information; 7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards; 8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet; 9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; 13. Compliance with all Fire Department comments noted in the staff report; 14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 15. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at **600, 700 & 800 West I-65 Service Road South** and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **September 18, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
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8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;

9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
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9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard
Nexsen, PC, Agent)
600, 700 & 800 West I-65 Service Road South
Council District 5
Joel Daves**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 25, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **September 18, 2025**, considered the request of **Ken Patel, A & R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking, for the property located at **600, 700 & 800 West I-65 Service Road South**.

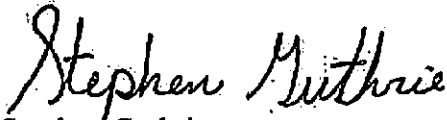
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
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8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
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10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf

Attachments

September 24, 2025

HAND DELIVERED

Logan Anderson
City of Mobile Planning and Zoning Office
3rd Floor, South Tower, Government Plaza
Mobile, AL 36602

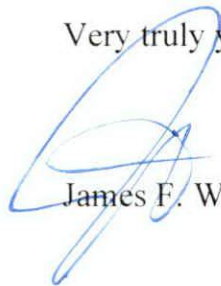
Re: A & R Development Group, LLC
Airport Apartments City Council hearing

Dear Logan:

Enclosed is our firm's check in the amount of \$721.63 for: Advertising fee – Airport Apartments City Council hearing.

Please give me a call if you have any questions regarding this matter.

Very truly yours,



James F. Watkins

JFW/lbr

Enclosure



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

At its meeting on September 18, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$721.62**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-003422-2025 600, 700 & 800 West I-65 Service Road South
September 23, 2025

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, reading "Stephen Guthrie", written over a horizontal line.

Stephen Guthrie

Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

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

At the applicant's request the Planning Commission heldover the application to the September 18th meeting to allow the applicant to provide revisions and additional information to the Planning and Zoning Department for review by 12:00 p.m. on August 27th.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Property Owner(s):

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

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025

Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC,
Agent)

District 5

Major Modification of a previously approved Planned Unit Development allowing
shared access and parking between three (3) building sites, to allow construction of a
multi-family development with 240 dwelling units in multiple buildings across three (3)
building sites with shared access and parking.

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

Airport Oaks Apartments (MOD-003422-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Fri 7/18/2025 8:49 AM

To James F. Watkins <jwatkins@maynardnexsen.com>

Cc ken@anrgroup.com <ken@anrgroup.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

Good morning,

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

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

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

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

IMPORTANT

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

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

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

600 - 700 Service Road PUD Modification

From James F. Watkins <jwatkins@MaynardNexsen.com>

Date Tue 8/19/2025 11:03 AM

To Anderson, Logan <dlogananderson@cityofmobile.org>; Guthrie, Stephen <stephen.guthrie@cityofmobile.org>

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

Logan and Stephen – Good afternoon.

My clients have asked that I request a hold over for the above matter at Thursday's PC meeting. They have reviewed the staff report and feel like they need some additional time to address open issues. Also, they have had discussions with their engineers and will need to re-evaluate the location of the pool. I hope to have the revised site plan, addressing staff issues, early next week.

I will be present at the meeting Thursday and will ask for the holdover and also address any questions that may come up from folks who attend.

Thank you for your work on this.

Jay

James F. Watkins

Shareholder | Banking & Credit

P: 251.432.0023 | C: 251.401.1646

jwatkins@MaynardNexsen.com | [vCard](#)

11 North Water Street

RSA Battle House Tower, Suite 24290

Mobile, AL 36602



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City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Ken Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard NexsenPC
Phone:	251-747-1461	251-432-0001
Email:	ken@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	11 N. Water Street, Suite 24290, Mobile, AL 36602

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	Owner	Design Professional
Name:	Shree Brahma Hospitality, LLC	David English
Firm:		English and Associates Architects, Inc.
Phone:	251-747-1461	404-915-1455
Email:	Ken@anrgroup.com	denglish@englishandassociatesinc.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	3084 Mercer Univ. Drive, Suite 100, Atlanta, GA 30341

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
700 West I-65 Service Road South, Mobile, AL 36608 **9.4 acres**

Property Address
 12800041, 1723022, 12800042

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B-3/District Center

B-3/District Center

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

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5. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

☐ Yes ☐ No

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

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

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

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

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SUPPLEMENTAL DOCUMENTATION

Bed and Breakfast Establishments

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

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

2. How many guest rooms will be provided?

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

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

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SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

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

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

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

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

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SUPPLEMENTAL DOCUMENTATION

Community Residences

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

1. How many unrelated persons will occupy the home?

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

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No

Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
If yes, provide the address of the existing community residence(s).

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

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

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

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

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SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

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

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No
 2. Are there additional employees? ☐ Yes ☐ No
If yes, how many and do they reside at the home?
-

SITE PLAN AND BUILDING INFORMATION

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

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

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Conditional Use Permit: Daycare/Child (Home Based 7-12 children)

Revised March 2025

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

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

SITE PLAN

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

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|---|
| ☐ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

--	--

Future Land Use Map (FLUM) Designation

Requested Zoning

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

--	--

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

--	--

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

--	--

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Revised March 2025

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

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

2. Describe the surrounding land uses.

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

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

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

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

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

Revised March 2025

CHECKLIST C

Planned Development

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
- ☐ Lighting:
- ☐ Hours of operation:

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

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CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The Future Land Use Map reflects the site as a District Center. The Map for Mobile states that District Center "serve several surrounding neighborhoods" and "incorporate a mix of housing types...ranging from mid-rise multifamily buildings containing apartments and lofts, to townhomes and detached single family homes." The site will consist of the recently constructed hotel on the northern portion of the site and the new development at hand will entail a variety of residential housing types from townhomes to 1, 2, and 3 bedroom apartments. Site is also in a Priority Investment Area under Map for Mobile.

Business Center

Future Land Use Map (FLUM) Designation

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

The Site will consist of the existing hotel, which is compatible with the other hotels along the I-65 corridor. The proposed mixed housing multi-family development is compatible with the surrounding area, including existing multi-family developments to the west across Montlamar Creek, as well as the south along Airport Boulevard. Additionally, per the Map for Mobile, the site is located in a Priority Investment Area and, as such, is "a priority for realizing Economic Development opportunities".

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

With the approval of a density variance, the overall site - both hotel and residential will remain a compliant, self-contained development while providing easy access to area amenities such as grocery stores, restaurants, retail and medical care. Traffic generated from the site, as re-developed, is expected to be of a similar nature to what is currently produced by the three hotels which once operated at this site.

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

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

☒ Yes ☐ No

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6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
Best Western Puls, to remain, 40ft +/- Existing two hotel buildings to be demolished 24ft +/-, New townhome units - 24ft +/-
2 new multi-family buildings 40 ft +/-

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

With respect to new construction, frontage landscaping will be in compliance with codes and ordinances.

☐ Lighting:

Parking lot lighting and exterior building lighting will be in compliance with all municipal codes and ordinances.

☐ Hours of operation:

Hotel and apartments are 24 hour operations

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

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

The proposed development will comply with all local codes and ordinances and is compatible with the overall development of the surrounding area.

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

The proposed development complies with both the Map for Mobile and Unified Development Code. Additionally, the plan will provide much needed new housing options for existing and new residents for the City of Mobile. Workforce housing is a priority for the City of Mobile and the Mobile Chamber of Commerce.

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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Plan Submission Contact Information

Name of Project Airport Oaks Apartment

Address 700 West I-65 Service Road West, Mobile, AL 36608

Owner Shree Brahma Hospitality LLC

Address 1381 W. Fairway Drive, Guld Shores, AL Zip Code 36542

Phone 251-747-1461 Fax _____ Email ryan.patel@anrgroup.com

Authorized Agent James Watkins/ Maynard Nexsen PC

Address 11 North Water Street, Suite 24290, Mobile, AL Zip Code 36602

Phone 251-432-0001 Fax _____ Email jwatkins@maynardnexsen.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect David English, English and Associates Architects, Inc.

Address 3084 Mercer University Dr., Suite 100, Atlanta, GA Zip Code 30341

Phone 404-915-1455 Fax _____ Email denglish@englishandassociatesinc.com

Submitted by:

James F. Watkins

Signature

7/17/2025

Date

Print

Authorized Agent

Affiliation to project/Organization

AN DIOG LLC
1000A CODY RD S
MOBILE, AL 36695

ALABAMA POWER CO C/O
TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35202

SPRINGDALE STORES INC
PO BOX 16126
MOBILE, AL 36616

SHREE MAHESH HOSPITALITY LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

A & R DEVELOPMENT GROUP, LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

SAI RAM Enterprises, LLC
400 S. Beltline Highway
Mobile, AL 36608

TRE HOLDINGS LLC, AN ALABAMA
LMTD LIABILITY CO
1000A CODY RD S
MOBILE, AL 36695

3680 LLC C/O J THOMAS ARENDALL JR
1111 S BELTLINE HWY, STE 202
MOBILE, AL 36606

YESTER OAKS OWNER A LLC UNDIV
46.88% INT, C/O FBE LIMITED LLC
1 STATE ST FL 32
NEW YORK, NY 10004

VIGHNAHARTA LLC
600 W I65 SERVICE RD S
MOBILE, AL 36608

JAMES F. WATKINS
MAYNARD NEXSEN PC
11 N WATER ST, STE 24290
MOBILE, AL 36602

AREC 2 LLC
P.O. Box 29046
Phoenix, AZ 85038



Agenda Item # 1 - HOLDOVER MOD-003422-2025

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

600, 700 & 800 West I-65 Service Road South

Applicant / Agent:

Ken Patel, A&R Development Group, LLC / James F.
Watkins, Maynard, Nexsen, PC

Property Owner:

Shree Brahma Hospitality, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

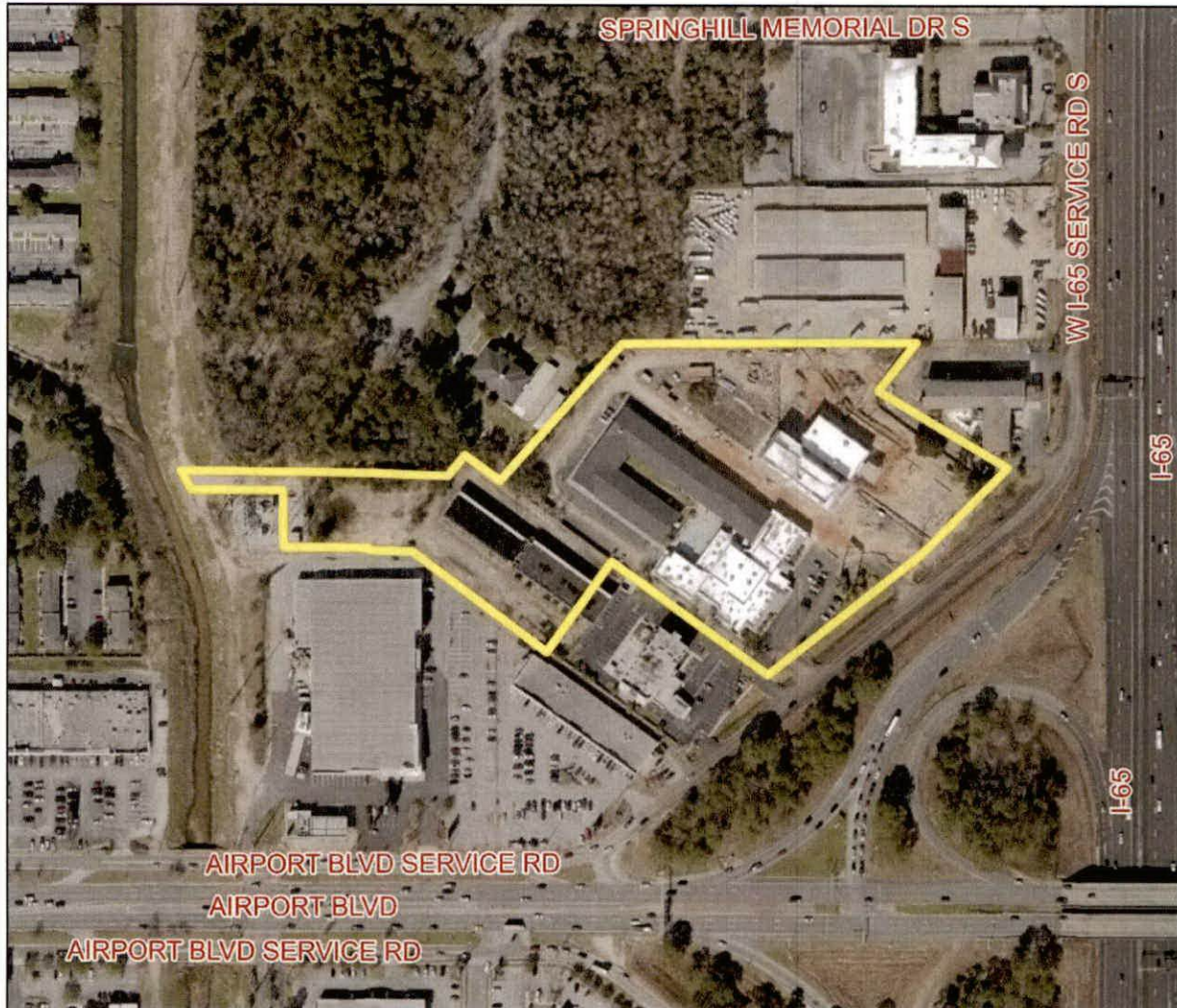
Considerations:

1. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	1	DATE	September 18, 2025
APPLICANT	Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)		
REQUEST	PUD Modification		
			 NTS

HOLDOVER COMMENTS

At the applicant's request, the application was held over from the August 21st Planning Commission meeting to allow time for revisions to the site plan and for submission of additional information to the Planning and Zoning Department for review.

The revised site plan proposes the redevelopment of Lots 1 and 2 of the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 217-unit multi-family residential complex. The development would consist of two (2) residential buildings, a leasing office, a pool with a gazebo and grilling area, a green space with a pet park, and a fire pit. One (1) trash compactor is illustrated on the adjacent Lot 3, presumably for shared use among all three (3) lots; however, the site plan currently notes that the “existing hotel site (Lot 3) is not included.” Because the PUD overlays all three (3) lots and shared access will be maintained, this note should be revised to simply state “Existing Hotel Site.” Other than the proposed trash compactor, Lot 3 would retain its existing configuration and continue to operate as a hotel.

The 217 proposed dwelling units—consisting of one-, two-, and three-bedroom configurations—would be distributed between the two residential buildings on Lots 1 and 2.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site permitting 38 dwelling units per acre, thereby allowing development of up to 240 units. The current PUD modification reduces this total by 23 units. In addition, several site plan revisions are proposed compared to the previously approved layout, including the removal of townhomes, relocation of the pool area, and the addition of parking. While the variance addressed the allowable density, these design modifications may warrant further review by the BOA to ensure the site plan adequately accommodates the impacts of the proposed development, as the approved use largely dictated the original layout.

A 25-foot front yard setback is illustrated along West I-65 Service Road South, in compliance with Article 2, Section 64-2-14.E. of the UDC, and should be retained on the Final PUD Site Plan, if approved.

All surrounding properties are zoned B-3, Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Per Table 64-3-12.1 of Article 3 of the UDC, 1.5 off-street parking spaces per dwelling unit are required, necessitating 326 spaces for the 217-unit development. The site plan indicates 329 proposed off-street parking spaces for the multi-family units; however, the number of spaces provided for the existing hotel is not noted. If approved, this information should be included on the Final PUD Site Plan.

The revised site plan appears to comply with the dimensional standards of Table 64-3-12.2 for off-street parking, including provision of curbing and/or wheel stops where vehicles could extend beyond parking areas.

Pedestrian walkways are illustrated providing access from parking areas to each proposed building. Walkways are also shown connecting the existing sidewalk along West I-65 Service Road South to the internal pedestrian network and buildings, consistent with Article 3, Section 64-3-3 of the UDC.

A note on the site plan references “7 Bike Rack,” but no additional information is provided regarding bicycle parking. The parking table does not include bicycle parking, nor does the site plan indicate the location of the rack(s). The plan should be revised to demonstrate compliance with bicycle parking standards of Article 3, Section 64-3-12.A.9, including minimum quantities and required locations.

Two-way circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. The site plan illustrates compliance with this requirement, and directional arrows are provided to indicate internal circulation.

Parking lot lighting is required to meet the illumination standards of Section 64-3-9.C. of the UDC. A note on the site plan states a photometric plan will be provided at permitting to verify compliance, and this note should be retained on the Final PUD Site Plan, if approved.

No building elevations were submitted. Per Section 64-3-6 of Article 3 of the UDC, proposed buildings must include at least one feature from each of the following design categories:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

The maximum allowable height in the B-3 Suburban District is 50 feet.

The revised site plan identifies the square footage of each proposed building. This information should be retained on the Final PUD Site Plan or consolidated into a table, if approved.

A tree planting and landscape plan was submitted, but it does not demonstrate compliance with the frontage landscape area requirements. The site plan indicates a total site area of 280,648 square feet, requiring 42,097.2 square feet of landscape area (15%), with 60% (25,258.32 square feet) located between the street-facing property line and the nearest building(s). Only 5,408 square feet of front landscape area is proposed. This shortfall may be considered via the Major Modification process upon request and justification by the applicant; otherwise, the site plan must be revised to comply.

The landscape plan also does not demonstrate compliance with the area, dimension, and canopy standards of Article 3, Sections 64-3-7.A.7 and 64-3-7.A.8.

Because tree plantings and landscape area are not required to be depicted on the PUD site plan, a note should be included on the Final PUD Site Plan stating that compliance with Section 64-3-7 will be required. A detailed landscape plan must be submitted at permitting for verification. If the reduced frontage landscape area is not revised to comply, approval by the Planning Commission and City Council will be required.

It should be noted that, because the existing hotel site on Lot 3 is fully developed and no changes to its layout are proposed as part of this Major PUD Modification, compliance with current tree planting and landscape area requirements is not required. However, any future development or redevelopment of Lot 3 may necessitate bringing the site into compliance with current regulations.

As noted, a trash compactor is shown on the site plan. A note references compliance with the dumpster enclosure and placement standards of Section 64-3-13.A.4 of the UDC. This note should be retained on the Final PUD Site Plan, if approved.

No signage is illustrated. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment of the site may require additional PUD modifications, subject to Planning Commission and City Council approval. A note to this effect is provided on the site plan and should be retained on the Final PUD Site Plan, if approved.

If approved, a revised Modified PUD Site Plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, in accordance with Section 64-5-8-B.2(f) of the UDC.

HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

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

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;

7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
9. Revision of the site plan to demonstrate compliance with the frontage landscape area requirements of the UDC, or obtain approval from the Planning Commission and City Council for a reduced front landscape area;
10. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in this staff report;
12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.

4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Revised for the September 18th meeting: Retain PUD SITE PLAN NOTES a - f as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

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

Revised for the September 18th meeting: Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Revised for the September 18th meeting: *This proposed design does not meet adopted fire access requirements. The possible emergency access only drive will be required.*

Planning Comments:

The site plan proposes the re-development of Lots 1 and 2, along with a portion of Lot 3, within the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 221-unit multi-family residential complex. The development includes three (3) residential buildings, a leasing office, a pool pavilion with a fitness area, and one (1) trash compactor. Building 1, located on a portion of Lot 3, will contain eight (8) two-story townhouse units. The remaining 213 units—comprising one (1), two (2), and three (3) bedroom configurations—will be distributed between Buildings 2 and 3 on Lots 1 and 2. The remainder of Lot 3 will retain its existing configuration and continue to operate as a hotel, as depicted on the site plan.

The subject site is zoned B-3, Community Business Suburban District, which permits both multi-family residential and hotel uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site allowing 38 dwelling units per acre, thereby facilitating the development of a 240-unit residential complex. The PUD modification proposes 19 fewer dwelling units, but in comparing the two site plans the only changes to the BOA-approved layout appear to be the removal of 29 parking spaces (per a table on the revised site plan), and a reconfigured pool area. Nevertheless, because variances are site plan-specific, any modifications may require additional BOA approval.

The site plan appears to depict a modification to the existing property line between Lot 2 and Lot 3. While this may reflect the revised PUD boundary, any alteration to property lines within an approved PUD must be consistent with the underlying subdivision. Therefore, re-subdivision is required to formalize such changes. If this is the case, the application must be held over until a Subdivision application is submitted for concurrent review by the Planning Commission, in accordance with Article 5, Section 64-5-1.D. of the Unified Development Code (UDC).

A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

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- | | |
|---------------------------|--------------------------|
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If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

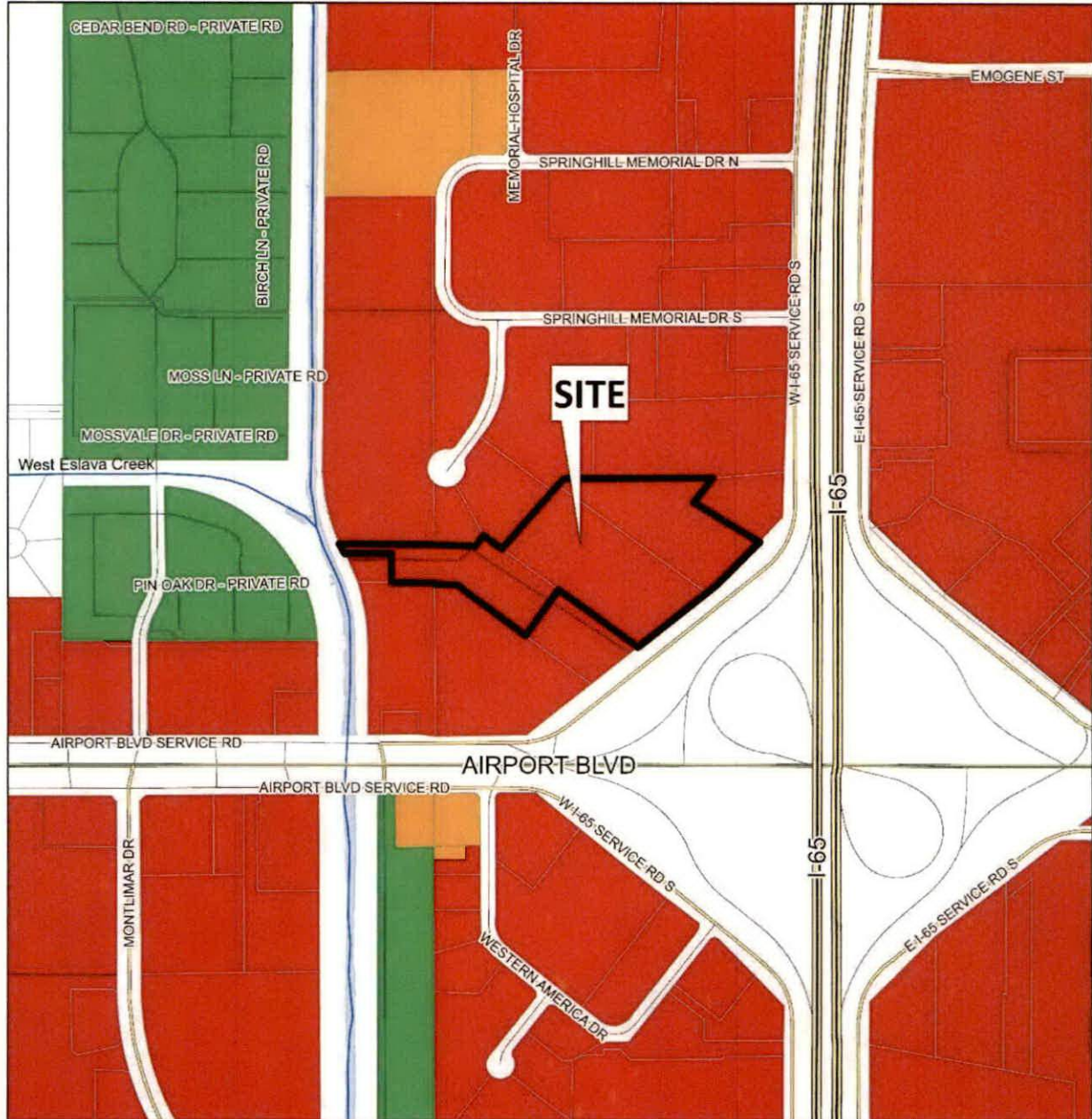
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

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6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



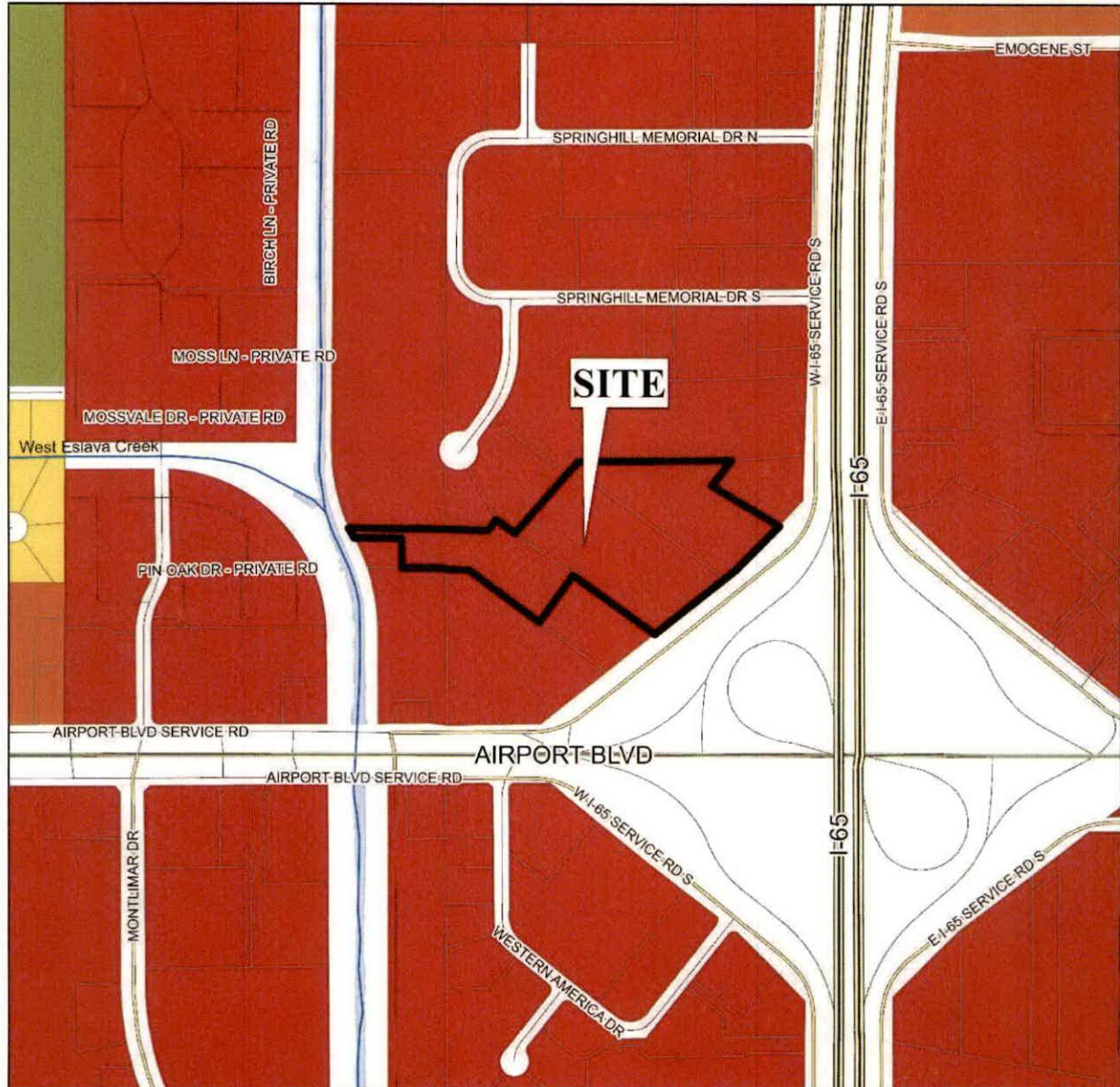
APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 18, 2025

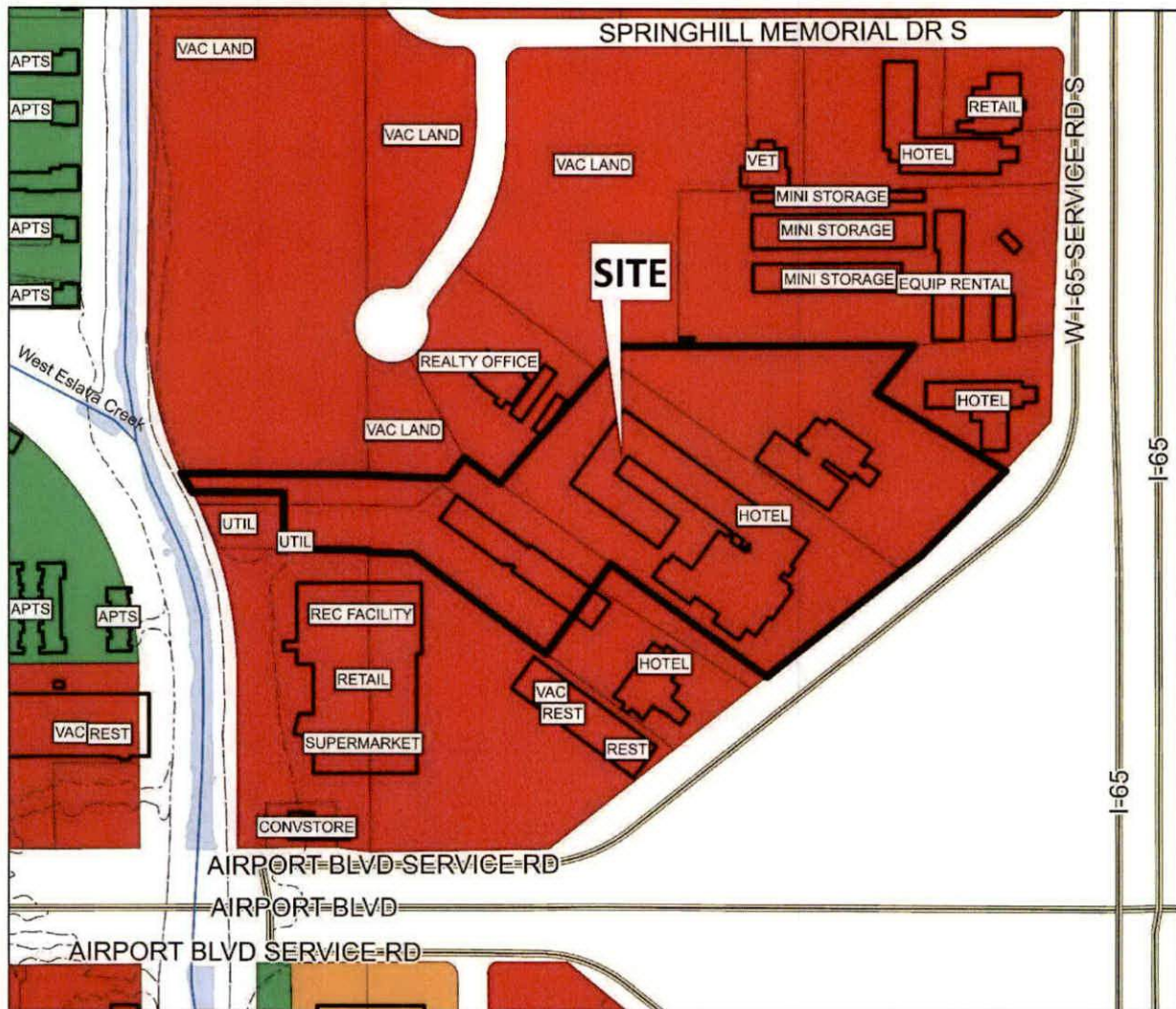
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 1 DATE September 18, 2025

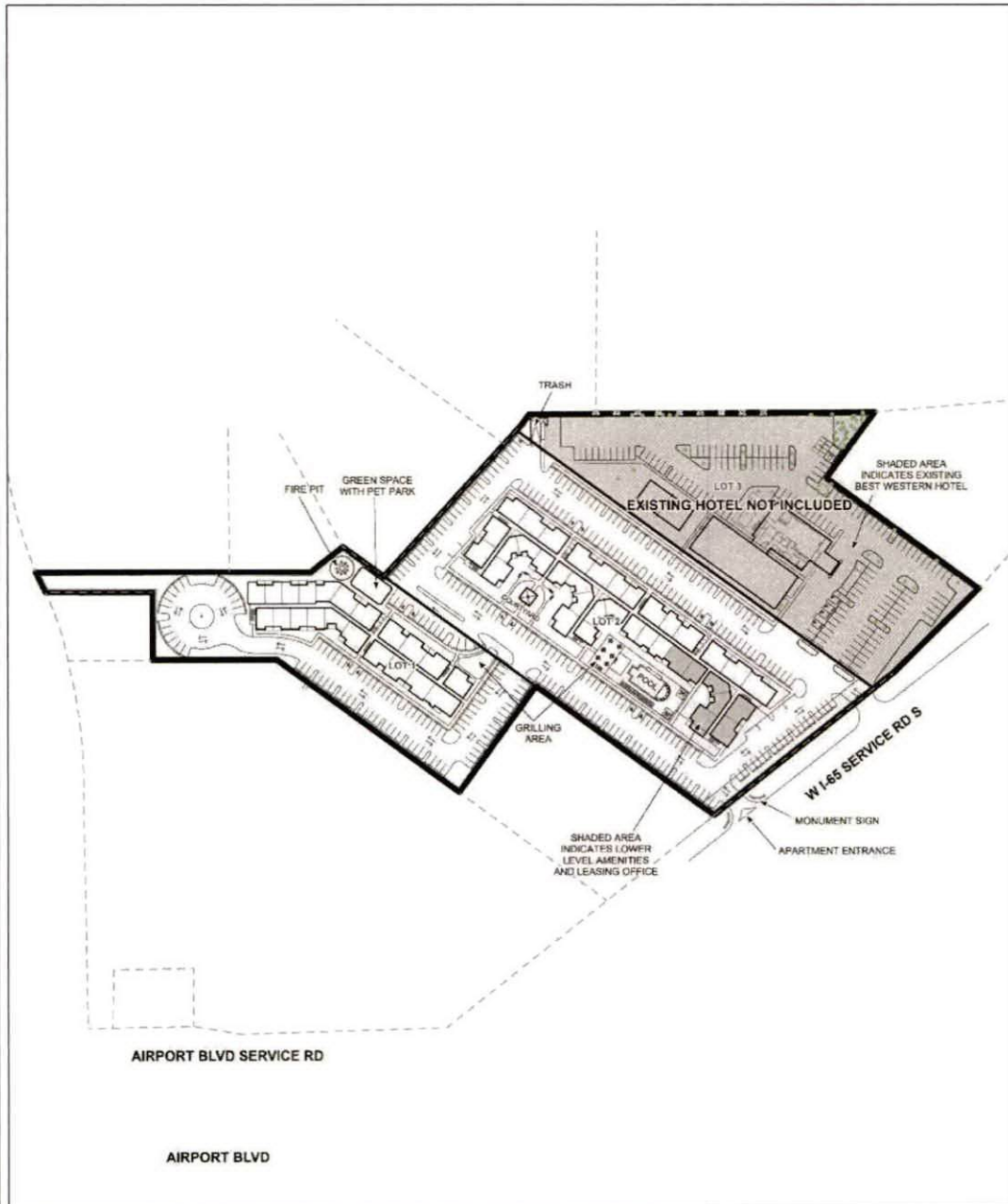
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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



SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

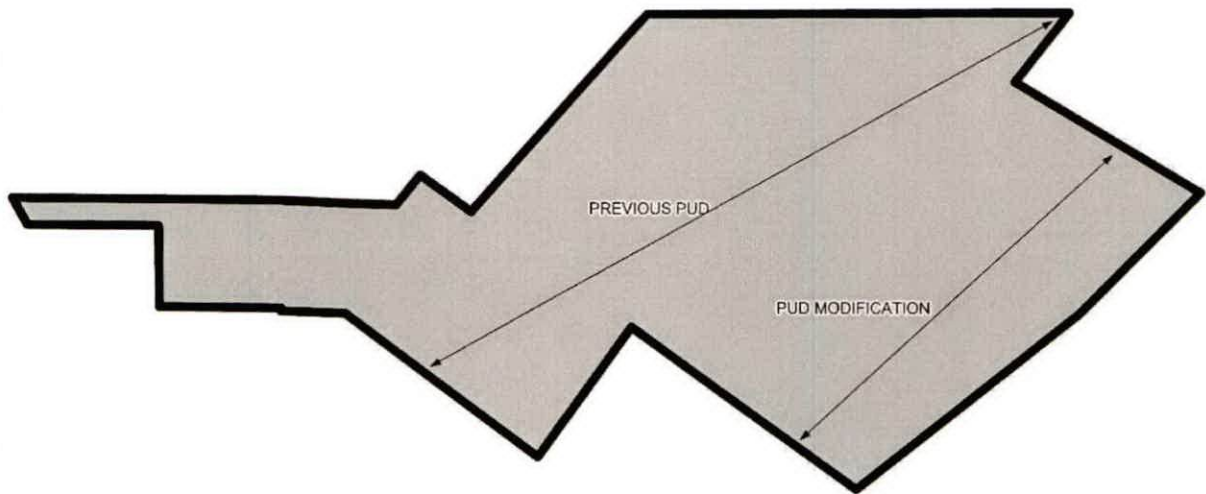
APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



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

Zoning District Correspondence Matrix

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



Agenda Item # 6

MOD-003422-2025

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

600, 700 & 800 West I-65 Service Road South

Applicant / Agent:

Ken Patel, A&R Development Group, LLC / James F. Watkins, Maynard, Nexsen, PC

Property Owner:

Shree Brahma Hospitality, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with nineteen (19) conditions.

Report Contents:**Page**

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025
 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST PUD Modification



SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The site plan proposes the re-development of Lots 1 and 2, along with a portion of Lot 3, within the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 221-unit multi-family residential complex. The development includes three (3) residential buildings, a leasing office, a pool pavilion with a fitness area, and one (1) trash compactor. Building 1, located on a portion of Lot 3, will contain

eight (8) two-story townhouse units. The remaining 213 units—comprising one (1), two (2), and three (3) bedroom configurations—will be distributed between Buildings 2 and 3 on Lots 1 and 2. The remainder of Lot 3 will retain its existing configuration and continue to operate as a hotel, as depicted on the site plan.

The subject site is zoned B-3, Community Business Suburban District, which permits both multi-family residential and hotel uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site allowing 38 dwelling units per acre, thereby facilitating the development of a 240-unit residential complex. The PUD modification proposes 19 fewer dwelling units, but in comparing the two site plans the only changes to the BOA-approved layout appear to be the removal of 29 parking spaces (per a table on the revised site plan), and a reconfigured pool area. Nevertheless, because variances are site plan-specific, any modifications may require additional BOA approval.

The site plan appears to depict a modification to the existing property line between Lot 2 and Lot 3. While this may reflect the revised PUD boundary, any alteration to property lines within an approved PUD must be consistent with the underlying subdivision. Therefore, re-subdivision is required to formalize such changes. If this is the case, the application must be held over until a Subdivision application is submitted for concurrent review by the Planning Commission, in accordance with Article 5, Section 64-5-1.D. of the Unified Development Code (UDC).

A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

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5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
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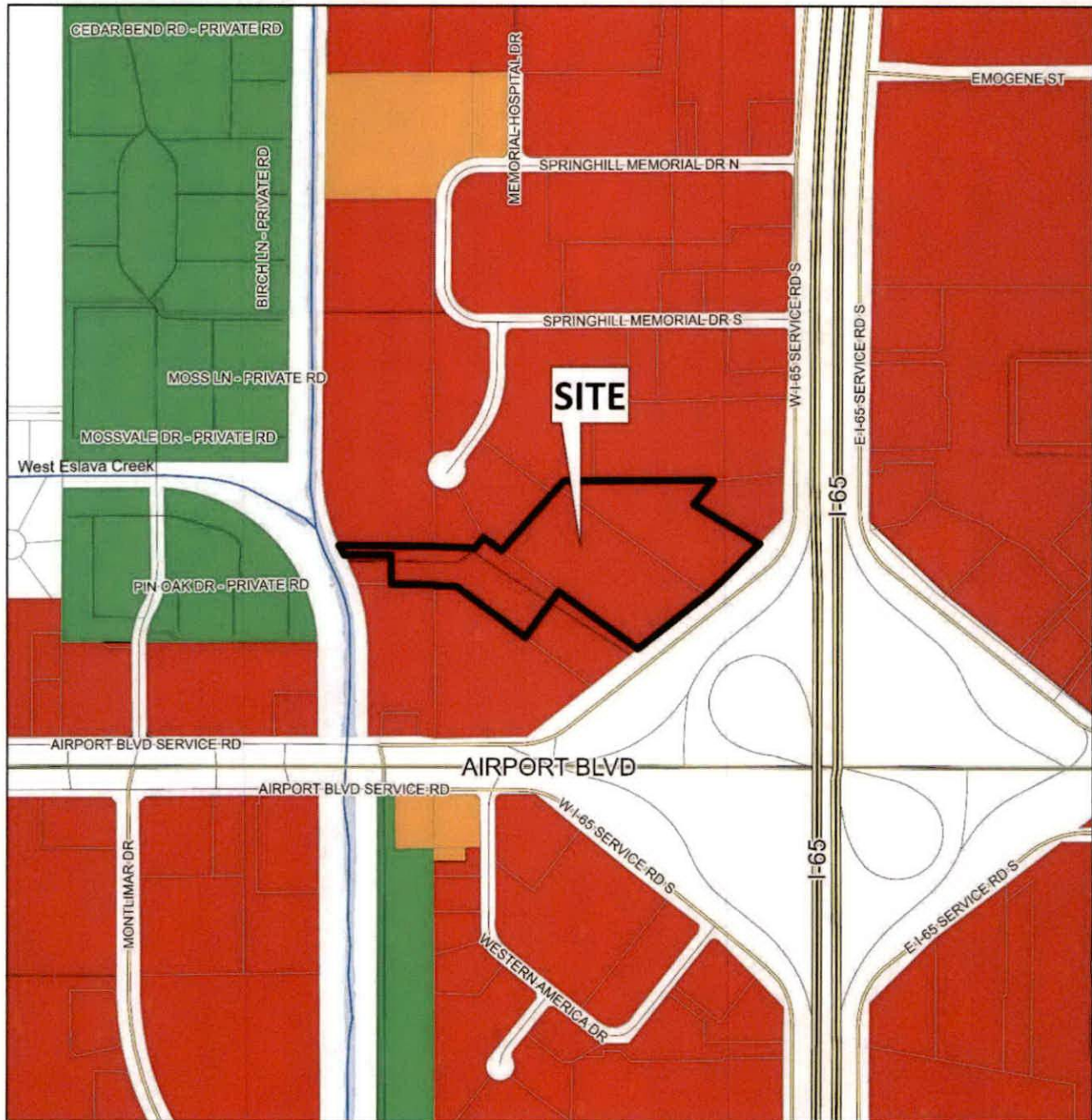
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5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



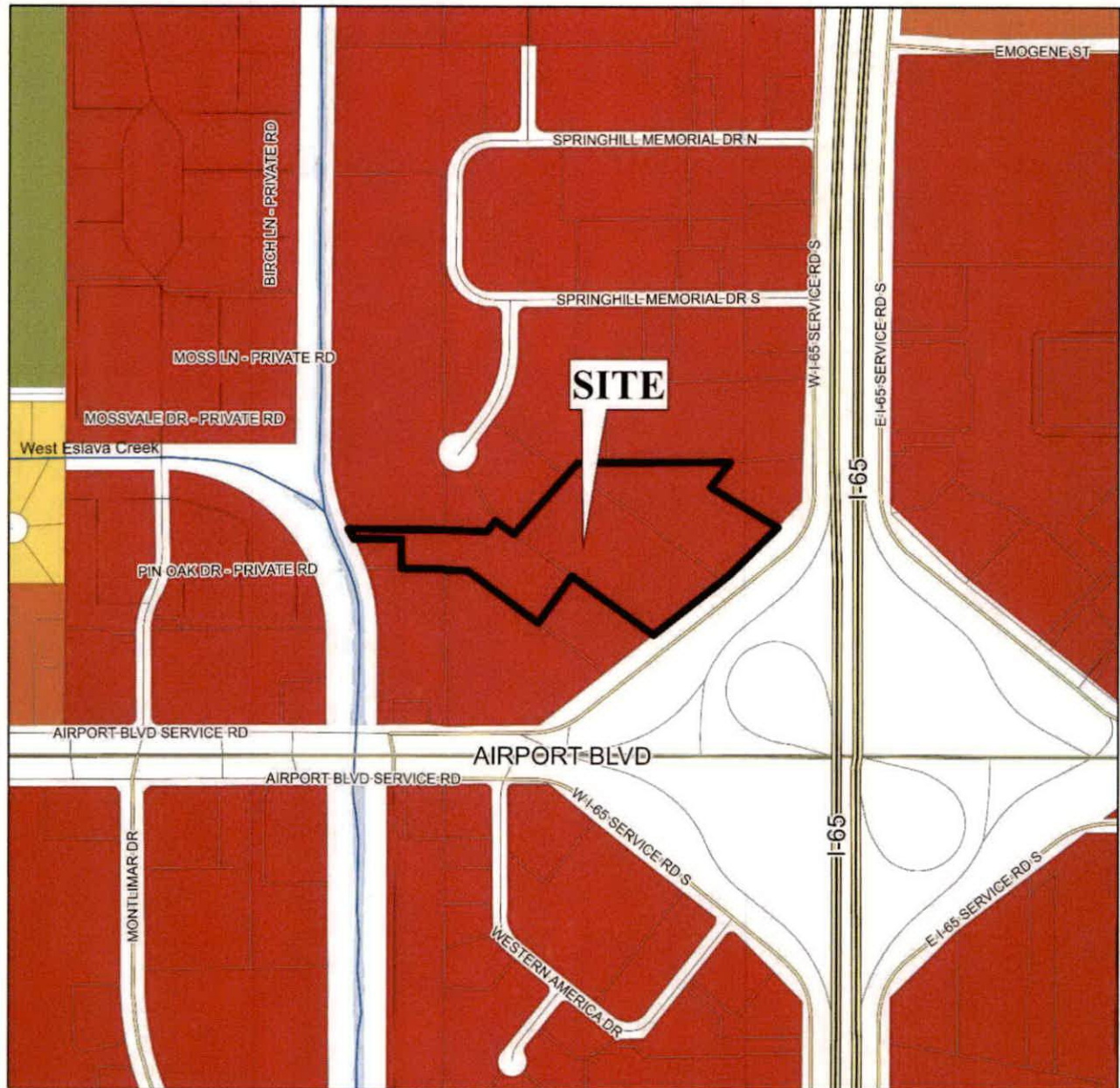
APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE August 21, 2025

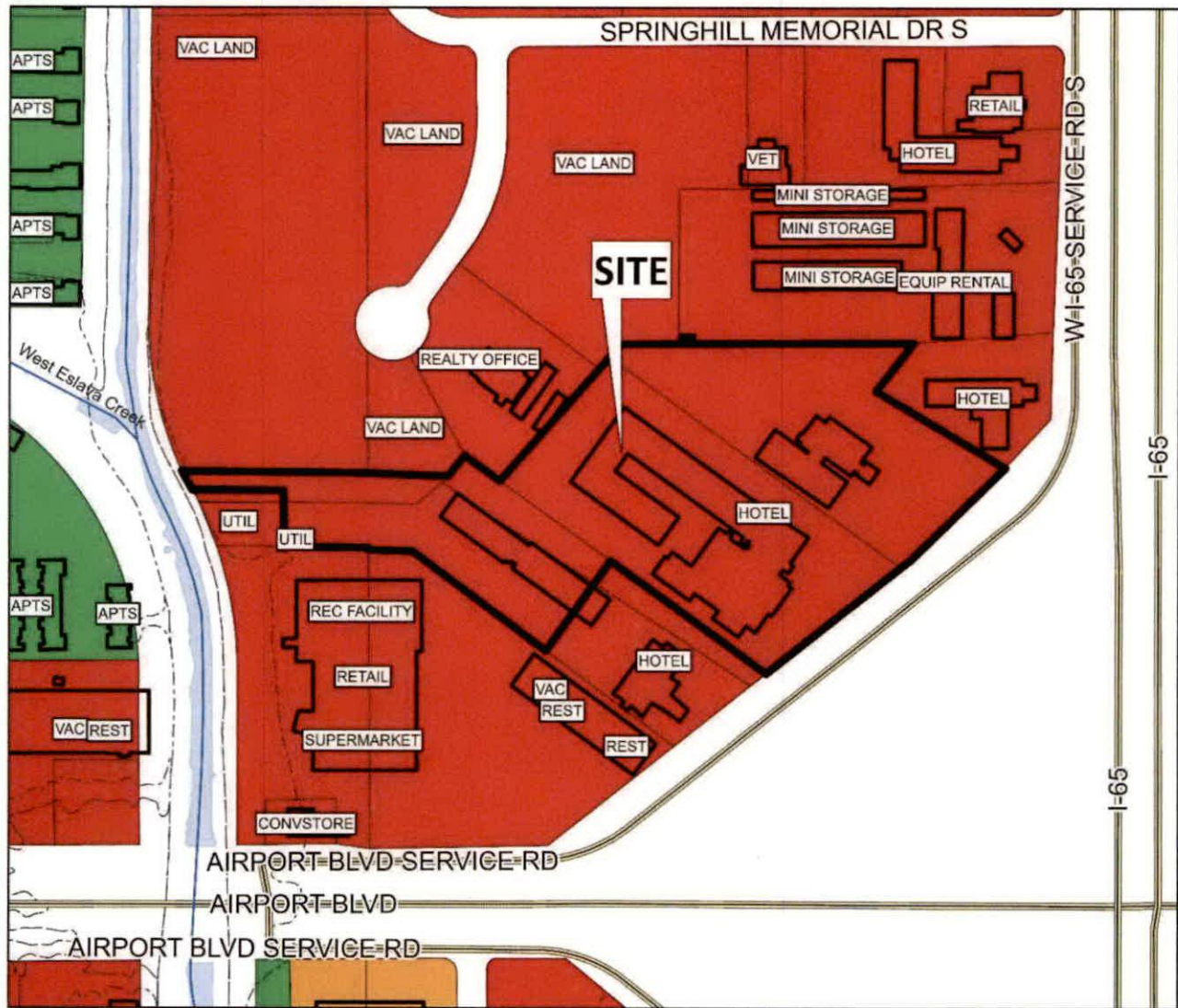
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025

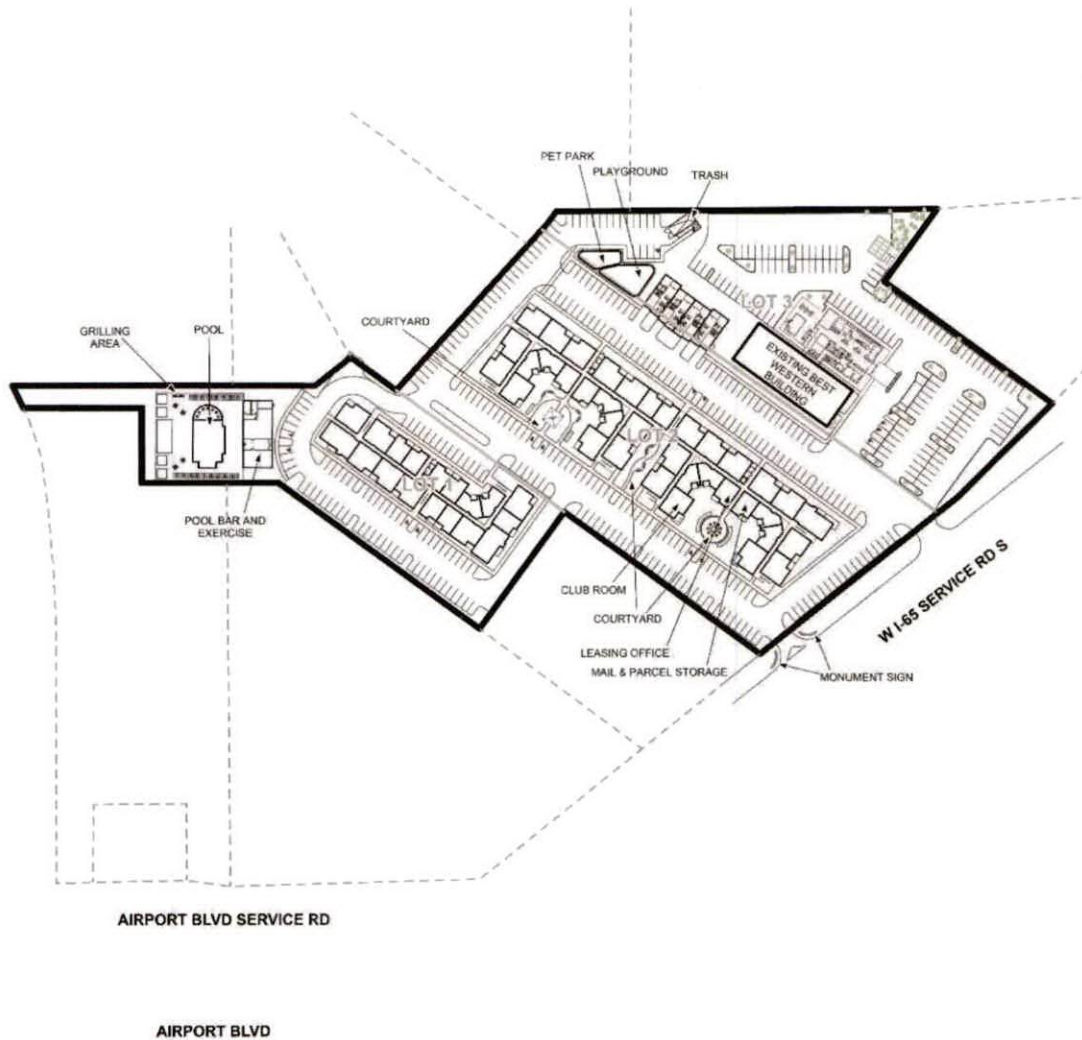
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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



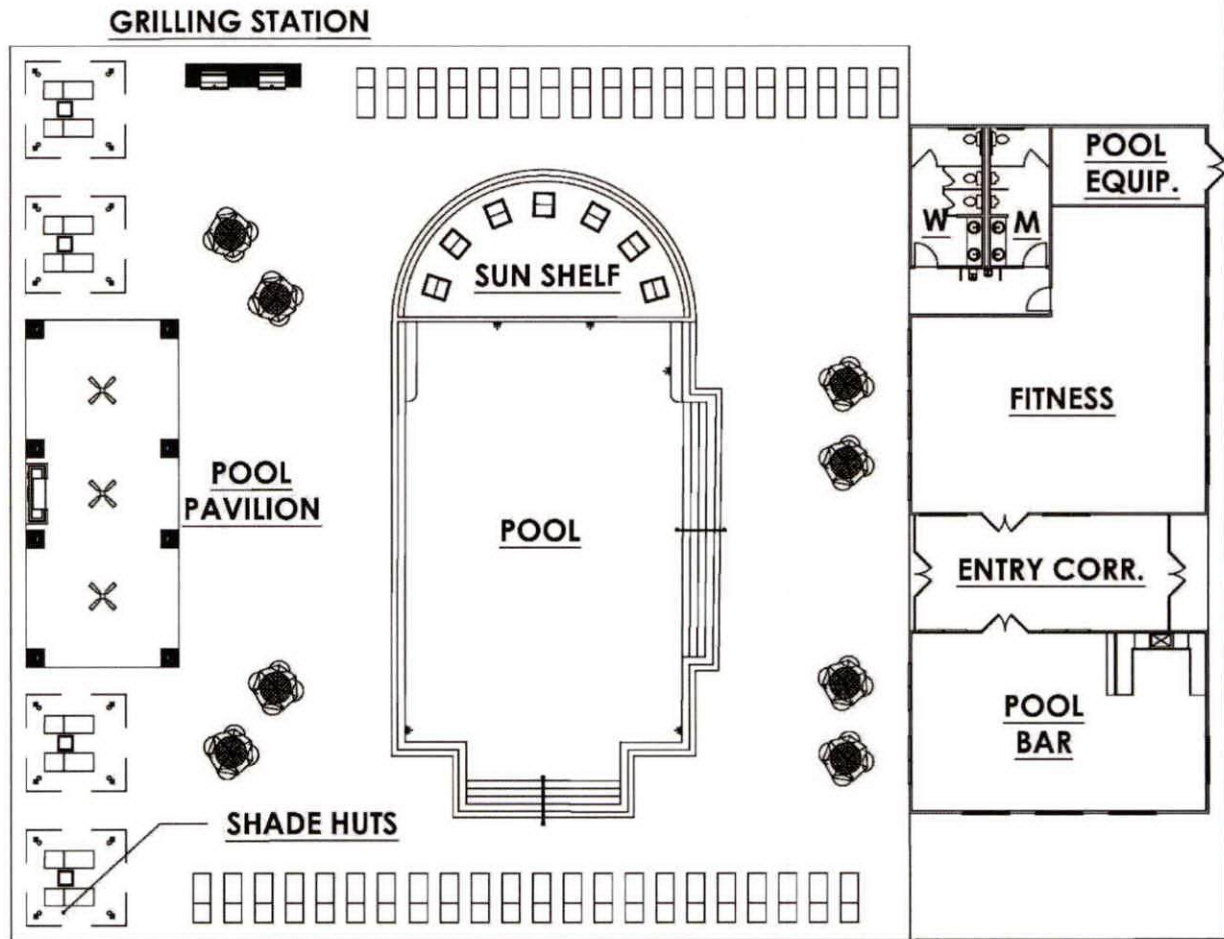
SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

APPLICATION NUMBER	6	DATE	August 21, 2025	 NTS
APPLICANT	Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)			
REQUEST	PUD Modification			

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE August 21, 2025
 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST PUD Modification



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

Zoning District Correspondence Matrix

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Thu 9/25/2025 1:15 PM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Sabrina Mass

Date To Address Council: 2025-09-30

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address concerns of the District 2 issue of the election and address the city in change of governance and welcome ne city council member and Mayor.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2025-09-25 13:15:30

CITY CLERK'S OFFICE

MOBILE, AL

TH, SEP 25, PM1:53 RCVD

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

RESOLUTION

Sponsored by: *Councilmember Gina Gregory, District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$4,020.00** be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to **Traffic Engineering** and will be used **to assist with the replacement of signs and poles.**

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Law Enforcement Agency (ALEA), grant assistance in the amount of \$69,300.00 for the 2025-EOD-21 Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Law Enforcement Agency (ALEA). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

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

Type of application: Lounge Retail Liquor Class I License

Submitted by: Little Red Boot, LLC

Location: Flip Side Bar and Patio
54 S. Conception Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/08/2025	TRANSFER - OWNERSHIP	2025 - 5756	132829	2	November 4, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

LITTLE RED BOOT LLC

Trade Name (DBA)

FLIP SIDE BAR AND PATIO

Location Address

54 S CONCEPTION ST

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

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Alabama Alcoholic Beverage Control Board

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PO Box 1151 Montgomery AL 36101

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License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

LITTLE RED BOOT LLC

Trade Name (DBA)

FLIP SIDE BAR AND PATIO

Location Address

54 S CONCEPTION ST

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



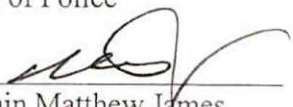
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Matthew James
Commander, Special Investigations Section

Date: October 27, 2025

Re: Alcoholic Beverage License Application No. 5756
LITTLE RED BOOT LLC
D/B/A: FLIP SIDE BAR AND PATIO
54 S CONCEPTION ST
Mobile, AL 36602
Eric River, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a transfer-ownership application for a business named LITTLE RED BOOT LLC. The City of Mobile Revenue Department has advised that the business license is current, and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised that this location is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: October 27, 2025

Re: Application # 5756 / 54 S. Conception St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a lounge with retail liquor sales and an occupant load less than 100 persons is a permitted use by right in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

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

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

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5756 DATE 11/4/2025

APPLICANT LITTLE RED BOOT LLC

LOCATION 54 S CONCEPTION ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



NTS

LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

Application Date 10/08/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5756	License Account # 132829	Council District 2	Council Agenda Date November 4, 2025
License Type Applied for with Alabama ABC Board 010 - LOUNGE RETAIL LIQUOR CLASS I			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name LITTLE RED BOOT LLC			Trade Name (DBA) FLIP SIDE BAR AND PATIO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 06/20/2025	SOS Entity ID 001-196-570	State AL	County MOBILE
Federal Tax ID (FEIN) 39-3052913	Alabama State Sales Tax ID R012674627	Business Phone Number			
Physical Address (Street Address, Suite #) 54 S CONCEPTION ST		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) LOUNGE/BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name ERIC RYAN RIVERS	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name BURLY BEAR LLC			Trade Name (DBA)		
ABC License Type 010 - LOUNGE RETAIL LIQUOR - CLASS I			License Number 010-010249049	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name TORQUIL LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 20 SOUTH ROYAL ST			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 990	Bldg Seating Capacity 40	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

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

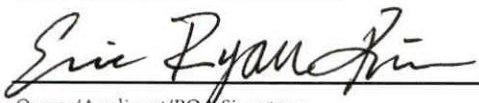
ER

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

-  The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.
-  The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.
-  The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.
-  The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.
-  Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.
-  In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
-  Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name


Owner/Applicant/POA Signature

Date of Application Signature


Title of Person Signing this Application

Sworn to and subscribed before me this **23rd** day of **October** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19 2025

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/08/2025	TRANSFER - OWNERSHIP	2025 - 5756	132829	2	November 4, 2025

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

LITTLE RED BOOT LLC

Trade Name (DBA)

FLIP SIDE BAR AND PATIO

Location Address

54 S CONCEPTION ST

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
ERIC RYAN RIVERS	OWNER		(251) 802-6906	LITTLEREDBOOTLLC@GMAIL.COM

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

What is/was the start date of this business? 10/09/2025

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

LITTLE RED BOOT LLC

dba

FLIP SIDE BAR AND PATIO

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

010 - LOUNGE RETAIL LIQUOR CLASS I and

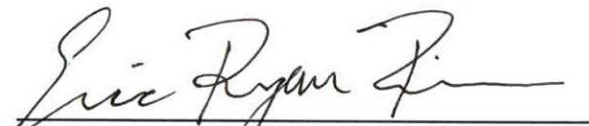
for the premises located at

54 S CONCEPTION ST

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **November 4, 2025** for application number **2025 - 5756**

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


Applicant/POA Signature

Tara Harris

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

October 22, 2025



FLIP SIDE BAR AND PATIO
54 SOUTH CONCEPTION STREET
MOBILE, AL 36602 USA
ACCOUNT NUMBER: 132829 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2160424	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251008143725394

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: County:

Type License: State: County:

Trade Name: **FLIP SIDE BAR AND PATIO**

Filing Fee:

Applicant: **LITTLE RED BOOT LLC**

Transfer Fee: \$50.00

Location Address: 54 S CONCEPTION ST MOBILE, AL 36602

Mailing Address:

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document info: 001-196-570

Do you sell Draft Beer?:

Date Incorporated: 06/20/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 06/20/2025

Federal Tax ID: 39-3052913

Alabama State Sales Tax ID: R012674627

Name:	Title:	Date and Place of Birth:	Residence Address:
ERIC RYAN RIVERS	MEMBER		

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

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

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

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

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

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

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

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

Contact Person: ERIC RIVERS

Business Phone:

Fax:

Home Phone

Cell Phon

E-mai

PREVIOUS LICENSE INFORMATION:

Trade Name: FLIP SIDE BAR AND PATIO

Applicant: BURLY BEAR LLC

Previous License Number(s)

License 1: 010-010249049

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251008143725394

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

Name of Property owner/lessor and phone number: **TORQUIL LLC 251-375-5624**

What is lessors primary business? **PROPERTY RENTAL**

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

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

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

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

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

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

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

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

Building Dimensions Square Footage: **990** Display Square Footage:

Building seating capacity: **40** Does Licensed premises include a patio area? **YES**

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

Number of licenses in the vicinity: **1** Nearest: **1**

Nearest school: Nearest church: Nearest residence: **1 blocks**

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

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251008143725394

Initial each

Signature page

☒ *ER*

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

☒ *ER*

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

☒ *ER*

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

☒ *X*

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

☒ *ER*

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

☒ *ER*

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

☒ *ER*

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

☒ *ER*

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

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

☒ *ER*

Alcoholic Beverage Control Board.

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

Applicant Name (print):

Eric Ryan Rivers

Signature of Applicant:

Eric Ryan Rivers

Notary Name (print):

Sandy Durham

Notary Signature:

Sandy Durham

Commission expires:

9/26/29

Application Taken: *10/8/25*

App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20251008143725394



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BURLY BEAR LLC
Address: 54 S CONCEPTION ST
MOBILE, AL 36602
Telephone:

NEW APPLICANT:
LITTLE RED BOOT LLC
Address:
Telephone:

Current License No: 010-010249049

LICENSED PREMISES ADDRESS: 54 S CONCEPTION ST MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 8th day of October, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

[Signature]
Print Name: JEROME F. EHLEN
Title: MANAGING MEMBER

[Signature]
Print Name: Eric Ryan Rivers
Title: member

WITNESS: (By ABC Enforcement)
Revised 9/08

[Signature]

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

Little Red Boot LLC

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

3. The name of the registered agent (only one agent): Eric R Rivers

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

3

*COUNTY of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State
001-196-570 DLL
Date 06/20/2025
Time 11:22:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

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

The undersigned specify 6 / 20 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 19 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

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

6 / 20 / 2025
Date (MM/DD/YYYY)

Eric R Rivers

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

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

List of Current Member

The following individual is the only member of:

Little Red Boot LLC

NAME: Eric Ryan Rivers

TITLE: Owner

Eric Ryan Rivers

PRINTED NAME OF MEMBER

Eric Ryan Rivers

SIGNATURE OF MEMBER

9/25/25

DATE

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

Little Red Boot LLC

This name reservation is for the exclusive use of Eric Ryan Rivers, 3661 Airport
Blvd. Apt 191, Mobile, AL 36608 for a period of one year beginning June 20,
2025 and expiring June 20, 2026



RES225963

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

June 20, 2025

Date

A handwritten signature in black ink, appearing to read 'Wes Allen'.

Wes Allen

Secretary of State



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

LITTLE RED BOOT LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012674627	10/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

54 S CONCEPTION ST MOBILE AL 36602-2704

LITTLE RED BOOT LLC
FLIPSIDE BAR AND PATIO
% ERIC RYAN RIVERS SOLE MBR
3661 AIRPORT BLVD APT 191
MOBILE, AL 36608

Date of this notice: 07-07-2025

Employer Identification Number:
39-3052913

Form: SS-4

Number of this notice: CP 575 A

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-3052913. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	10/31/2025
Form 940	01/31/2026
Form 720	07/31/2025

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251-574-8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Little Red Boot LLC/Torquil, LLC,

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

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

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

Sworn to and subscribed before me this 9 day of October 2025

Notary Printed Name

Leesa Harris

Notary Signature

Leesa Harris

My (Notary) Commission Expires

10-2-2027

Notary Stamp

Owner of Property (Print Name)

J.E.B. Shell

Owner of Property (Signature)

[Signature]

Street Address

20 South Royal St. Mobile, AL 36602

City, State, Zip

Mobile AL 36602

Date Agreement Signed

10-9-25

Applicant Name (Print Name)

Eric Rivers

Applicant Name (Signature)

[Signature]

Street Address

54. S Conception St.

City, State, Zip

Mobile AL 36602

Date Agreement Signed

10-9-25

LEESA B HARRIS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
OCTOBER 02, 2027

Revision Date 10.23.2023

| Application Property Ownership

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease"), effective the 3 day of October 2025, by and between Torquil, LLC, an Alabama limited liability company (hereinafter "Lessor"), and Little Red Boot LLC, an Alabama limited liability company (hereinafter "Lessee"):

WITNESSETH That the Lessor does subject to the terms herein hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to wit:

DESCRIPTION: 54 S. Conception St., Mobile, AL 36602

TERM For continuous use and occupancy by the Lessee to operate a bar, and for no other different use or purpose, for and during the term beginning as of the date stated above and ending the 31st day of December 2028.

RENT IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or said agent, at the office of said agent as fixed minimum rent for said premises for the hereunder base year, the sum of EIGHTEEN THOUSAND (\$18,000.00) Dollars, which said sum is payable in advance monthly installments of \$1,500.00 per month, due on or before the 15th day of each month (the base rent together with any other amounts due from Lessee hereunder are hereinafter referred to as the "rent"). This amount shall increase by 3.00% compounding each year on the annual anniversary date of this Lease and continue through the termination of this Lease.

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

LATE CHARGE Time is of the essence of this agreement. An administrative fee equal to 10% of the unpaid rent due shall be charged to the account of the Lessee after the 15th day of the month. The administrative fee shall then be deemed rent due from Lessee.

POSSESSION The Lessor covenants that the Lessee on paying the fixed minimum rent and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises, however, Lessor shall not be liable for the failure and/or inability of the Lessee to obtain possession of said premises at the commencement of the term, or thereafter, due to any condition of the premises, including destruction or actions of a third party, provided that Lessor exercises due diligence in good faith to place the Lessee in possession.

OPTION TO RENEW Provided the Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew this Lease for up to three two year terms (the renewal period). All of the terms and conditions of the Lease shall apply during the renewal period; except that the monthly rent for the additional term shall be as follows:

Renewal Option
Term: Rent for the option term shall continue the 3.00% annual compounding increase to the prior year's rent.

The option shall be exercised by written notice given to Lessor not less than ninety (90) days prior to the expiration of the immediately preceding term. If the notice is not given in the manner and time provided herein, the option shall expire and become automatically void.

Notwithstanding anything to the contrary contained in this Lease, in the event Lessor sells the leased premises to a third-party buyer that is not an affiliate of Lessor, any option to renew for any subsequent renewal period shall be voided automatically, and Lessee would have to negotiate new lease terms with such buyer.

ALTERATIONS Lessee will make absolutely no alterations in or to said premises without the written consent of the Lessor. Any approved alterations and other matters arising therefrom shall be at the sole cost expense and liability of Lessee.

for same, and if payment in full is not made within ten (10) days of such notice and demand, Lessor may terminate without further notice Lessee's rights under the Lease, take possession and change the locks to the exclusion of Lessee and secure the personal property therein until such time as the same can be liquidated by Lessor, or its agent, at private or public sale, and used to set-off the rent and all other sums owed by Lessee to Lessor, including auction expenses costs and attorneys' fees; further, upon the termination of Lessee's rights under this Lease, the Lessor may, without further notice re-lease the premises to a new tenant and retain all rents therefrom, without set-off or benefit to Lessee whatsoever, and contemporaneously seek the full amount of accelerated rent from Lessee, less funds received from the sale of Lessee's personal property. Nothing herein shall be construed to require the Lessor to re-enter and re-let in such event, or otherwise postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default, and may elect to exercise any one or more of the foregoing.

EVENTS OF DEFAULT

- (a) In the event the Lessee should fail to pay any installment of rent (being inclusive of all changes owed by Lessee to Lessor hereunder) as and when due.
- (b) In the event Lessee removes, attempts to remove or permits to be removed from the premises, except in the usual course of business, a substantial portion of the goods, furniture, effects or other property of the Lessee.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee on the premises, or upon the interest of the Lessee in this Lease.
- (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of creditors is made by the Lessee.
- (f) In the event of the appointment of a Receiver of Lessee's property
- (g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified for more than 7 calendar days.
- (h) In the event that Lessee shall cause or allow (or take any action that results in) a mechanics' and material men's lien to accrue against the premises.
- (i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

ACCELERATION

Upon default, breach of condition, or upon the termination of this Lease or re-entry upon said premises for any one or more of the causes set forth above, the rents hereunder for the entire rental period and other indebtedness, if any, payable under any provision hereof shall be and become immediately due and payable without regard to whether possession of the premises was surrendered to or taken by the Lessor.

IMPROVEMENTS

All improvements and additions to the leased premises shall adhere to the leased premises and become the property of the Lessor. Items typically considered personal property, furniture and trade fixtures shall become the property of the Lessor as additional security for the compliance of the terms, conditions and covenants herein upon default, and upon default Lessee expressly authorizes Lessor to file a financing statement and fixture filing for the furniture, goods, cash trade fixtures, personal property and inventory, whether now existing or hereafter arising, and proceeds of the foregoing, in the premises. Lessee, upon the expiration of this Lease, may remove any of the foregoing, if and only if, all terms, conditions and covenants herein have been complied with by the Lessee and said Lessee restores the building and premises to its original condition.

FIRE, WIND AND OTHER CASUALTIES

If the premises is damaged or destroyed, such that it becomes uninhabitable by fire, flood, windstorm, riot, insurrection or other casualty, without fault of Lessee or its invitees, then rent shall be abated and the Lessor shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore the said building to substantially its original condition at commencement of this Lease. Should Lessor elect to make such repairs or restorations same shall be completed as soon after such election is made as is practicable. Should Lessor fail to make an election as stated above, Lessee may at Lessee's election within thirty (30) days from the expiration of said sixty (60) day period or Lessor's decision whichever is sooner, either to terminate this Lease or elect to repair or restore said premises, at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing. If Lessee elects to repair or restore said premises as provided in this section, such repairs or restoration shall be commenced

	the Lessor or Lessor's agent have made no representation or promises with respect to the land, building or premises except, as may be expressly set forth herein.
INSPECTION	Lessor, or its agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last months (6) of any term to display "For Rent" signs on said premises.
EMINENT DOMAIN	If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the Lease. If but a part of the demises premises be taken by right of eminent domain, this Lease shall continue in full force and effect as to the property remaining provided such is capable of continued enjoyment by the Lessee for the use and purpose provided for hereunder, and in such event the Lessee shall not be entitled to any award that may be made for such taking, nor shall such taking constitute a termination of this Lease, or a constructive eviction of Lessee. If more than twenty percent of the square footage of the property is taken, then rent may, at Lessor's option, be adjusted to equitably reflect the change in the size of the premises.
CONDEMNATION	In the event the improvements on the demised premises are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this Lease as herein provided or (b) make the required repairs. If the Lessor elects to terminate this Lease, Lessor shall give notice thereof in writing to the Lessee within thirty (30) days of the actual receipt of the order of condemnation, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise Lessee's election to (a) surrender possession of the premises, or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee, as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent; PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections hereinabove provided for shall be exercisable in the manner above provided only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of its election to contest the order of condemnation within thirty days after receipt of same.
SAFETY	If any Public Authority requires structural or other repairs or changes to the particular premises herein demised (for example, such as fire extinguisher systems, fire escapes, extra supports and braces) all or any of which are required by virtue of the Lessee's use of the premises, then such changes, repairs, additions, etc., shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider the Lessee in default, or (b) make such repairs, changes, additions, etc., at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 18% per annum, shall be payable by Lessee on demand and be secured as and deemed rent hereunder.
LESSEE TO REIMBURSE TAXES	Lessee shall pay to Lessor (as rent) any license fees, taxes, including all personal property taxes and Mobile Business Improvement District Taxes and assessments, other assessments, penalties, charges, rates or liens of any nature whatsoever, which may be levied, assessed, charged, or imposed on or against the premises or against the Lessor by reason of ownership thereof, whether levied by the State of Alabama, City or County of Mobile or any political subdivision thereof, and whether the same be on or against the premises or its improvements, fixtures or gross income therefrom or by any reason of rental thereof. If not made prior, Lessee shall make such payment within 30 days of Lessor's invoice to Lessee for same.
LESSEE TO REIMBURSE LESSOR INSURANCE	Intentionally Omitted.
ADJOINING PROPERTY	Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected

[SIGNATURE PAGE]

Lessor:

TORQUIL, LLC, an Alabama limited liability company

By: J.E.B. Shell
As Its: Member Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that J.E.B. Shell, whose name as Member Manager Torquil, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this the 3 day of October, 2025.



Shannon Ashton
NOTARY PUBLIC
My Commission Expires: 3/10/2029

Lessee:

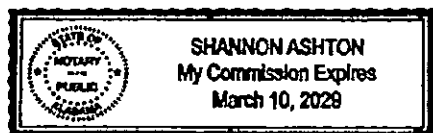
Little Red Boot LLC, an Alabama limited liability company

By: Eric Rivers
As Its: Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that Eric Rivers, whose name as Owner of Little Red Boot LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this the 3 day of October, 2025.



Shannon Ashton
NOTARY PUBLIC
My Commission Expires: 3/10/2029



Planning & Zoning Department

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

PERMIT NUMBER

ZC-159457-2025

Issue Date: 10/22/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400011045.	54 S Conception St	

Business Name	Issued To	Zoning Districts
LITTLE RED BOOT LLC, DBA FLIP SIDE BAR AND PATIO	Name: ERIC RIVERS Company: LITTLE RED BOOT LLC, DBA FLIP SIDE BAR AND PATIO Address: 54 S Conception St MOBILE, AL 36602 Phone:	T-5.2

This Zoning Classification Allows the property to be used for:

BAR/LOUNGE

Conditions of Use

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

Issued By: Tiffany Randolph

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

Telephone: 251.208.5895

Fax: 251.208.5896



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

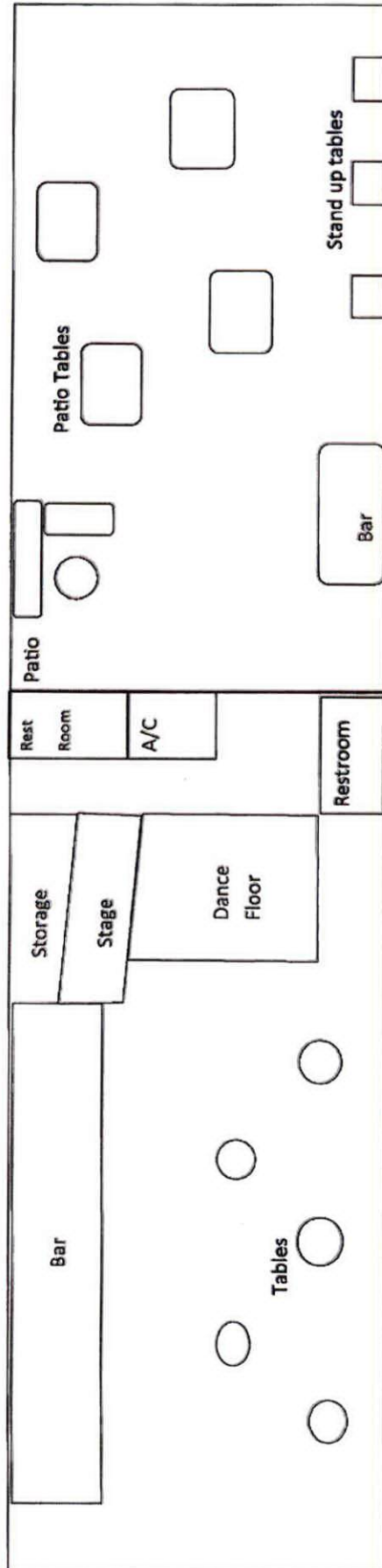
PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Little Red Boot LLC/Torquil, LLC,				Trade Name (DBA) Flip Side Bar and Patio			
Company Physical Address (Street Address, Suite #) 54. S Conception St.				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Eric Ryan Rivers		Title Owner	Phone	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 990	Parking Provided N/A	Parking Required N/A	Compliance Yes	Zoning T5.2	Approved Yes		
Comments This site is zoned T5.2 within the Downtown Development District and is therefore exempt from off-street parking requirements.							
Print Name Tiffany Green		Signature 			Date 10/23/2025		

Flip Side Bar and Patio
54 S. Conception Street
Mobile, Alabama 36602

Evan Dine
9/25/25



49.5'

SEATING CAPACITY 40

20'

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 7 described in the resolution adopted on the 30th day of **September**, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 5, as described in the resolution adopted on the 30th day of **September**, 2025, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No. 1669 on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

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

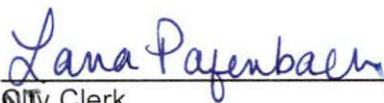
WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1669** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **4th day of November, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: SEP 30 2025



ASSISTANT City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 24, 2025**

SUBJECT: WEED LIEN GROUP **1669**

Attached, please find Assessment Lists for Weed Lien Group Number **1669** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

9/30/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

11/4/2025

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

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

NUISANCE PHOTOS (DATED): 11/2/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 11/16/2025

LEGAL NOTICE ADS: 11/22/2025-11/29/2025

POSTING DATE: 11/28/2025

Copy to: Marchetta Taite

WEED LIEN						
CONTRACT NUMBER						
1669					Res. No.	
9/30/2025	LOTS TO BE DECLARED					58-
11/4/2025	LOTS FOR PUBLIC HEARING					58-
//2025	LOTS TO BE ASSESSED FOR COST					58-
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	450 Africatown Blvd	68407	69380		2	
2	1902 Clinton Avenue	50781	69381		1	
3	1101 Donald Street	53341	69382		1	
4	2608 Lost River Road	61970	69383		3	
5	858 Charles Street	63208	69385		2	
6	1754 Belfast Street	59202	69386		2	
7	718 Johnston Avenue	52579	69387		2	
8	7072 Bowers Lane	66567	69388		4	
9	350 Dunbar Street	49862	39389		2	
10	256 Clay Street	57525	69390		2	
11	254 Clay Street	57524	69391		2	
12	1311 Congress Street	51856	69392		2	
13	1503 Cedar Crescent Drive	65340	69394		3	
14	757 Charles Street	63734	69395		3	
15	6 N Lawrence Street	56552	69396		2	
16	1017 Baltimore Street	60065	69397		3	
17	1919 St Stephens Road	58920	69398		1	
18	962 Bernice Hudson Drive		69402		3	
19	605 Gayle Street		69403		2	
20	722 Kentucky Street	66100	69404		3	
				\$ -		
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	3		1			
2	10		2			
3	6		3			
4	1		4			
5	0		5			
6	0		6			
7	0		7			
	20			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Sam Jackson 7-24-25

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
2661 Betbeze Street

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2661 Betbeze Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2661 Betbeze Street** to be **\$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,700.00** shall constitute a special assessment against the property at structure **2661 Betbeze Street** and being that property more particularly described as follows:

LOT 77 BLK OR DIV B, MILLVILLE TRT DBK 121/512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel No.: **29 07 23 0 002 128**

Owner: **SWOPES BESSIE
ATTN WACINIA SWOPES
6951 DICKENS FERRY RD
APT 19
MOBILE AL 36608-4463**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 4, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2661 Betbeze Street**, for the proposed amount of **\$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538**.

Lisa C. Lambert
City Clerk

September 9, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-114-24

LOCATION:
2661 Betbeze Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 77 BLK OR DIV B MILLVILLE TRT DBK 121/512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 128.

Amount: ~~\$2,500.00~~ \$2,700.00

Assessed: SWOPES BESSIE

**ATTN WACINIA SWOPES
6951 DICKENS FERRY RD APT 19
MOBILE AL 36608-4463**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


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

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
2906 Nall Street

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2906 Nall Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2906 Nall Street** to be **\$1,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,700.00** shall constitute a special assessment against the property at structure **2906 Nall Street** and being that property more particularly described as follows:

LOT 3 BLK C NEESES ADD TO CRICHTON MBK 4 P 168 #SEC 18 T4S R1W #MP29 08 18 1 001

Parcel No.: **29 08 18 1 001 023.XXX**

Owner: **A & B ENTERPRISES LLC
5525 VIENNA AVE
MOBILE AL 36618**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 4, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2906 Nall Street**, for the proposed amount of **\$1,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-105-24

LOCATION:
2906 Nall Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 3 BLK C NEESES ADD TO CRICHTON MBK 4 P 168 #SEC 18 T4S R1W #MP29
08 18 1 001**

Parcel Number: 29 08 18 1 001 023.XXX

Amount: ~~\$1,500.00~~ \$1,700.00

**Assessed: A & B ENTERPRISES LLC
5525 VIENNA AVE
MOBILE AL 36618**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the typed name.

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

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
777 Welworth Street

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **777 Welworth Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **777 Welworth Street** to be **\$1,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,700.00** shall constitute a special assessment against the property at structure **777 Welworth Street** and being that property more particularly described as follows:

LOT 25 BLK H SUNNYMEADE DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel No.: **29 02 44 0 024 251.XXX**

Owner: **BROWN ANNIE DELORES
3416 VESTAVIA ST
WHISTLER AL 36612-1610**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 4, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **777 Welworth Street**, for the proposed amount of **\$1,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-109-24

LOCATION:
777 Welworth Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 25 BLK H SUNNYMEADE DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 251.XXX

Amount: ~~\$1,500.00~~ \$1,700.00

**Assessed: BROWN ANNIE DELORES
3416 VESTAVIA ST
WHISTLER AL 36612-1610**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name.

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

CC: James Roberts, David Daughenbaugh, City Councilman Cory Penn, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
1807 White Avenue

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1807 White Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1807 White Avenue** to be **\$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,700.00** shall constitute a special assessment against the property at structure **1807 White Avenue** and being that property more particularly described as follows:

BEG AT PT ON S/S OF WHITE AVE 167 FT WLY FROM SE COR OF CRAFT HWY (OR ST STEPHENS RD) & WHITE AVE RUNNING TH SLY 59 FT TO PT TH WLY 31 FT TH NLY 5 FT TH SLY 5 FT TH SLY 5 FT TH WLY 5 FT TH NLY 59 FT TO S/L OF WHITE AVE TH ELY 41 FT TO PLACE OF BEG MBK 4 P 225 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel No.: **29 02 44 0 033 071.02X**

Owner: **GRANT SANDRA LIFE ESTATE
5223 COTTAGE HILL RD
APT 101
MOBILE AL 36609-4273**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 4, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1807 White Avenue**, for the proposed amount of **\$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-128-24

LOCATION:
1807 White Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT PT ON S/S OF WHITE AVE 167 FT WLY FROM SE COR OF CRAFT HWY (OR ST STEPHENS RD) & WHITE AVE RUNNING TH SLY 59 FT TO PT TH WLY 31 FT TH NLY 5 FT TH SLY 5 FT TH SLY 5 FT TH WLY 5 FT TH NLY 59 FT TO S/L OF WHITE AVE TH ELY 41 FT TO PLACE OF BEG MBK 4 P 225 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 071.02X

Amount: ~~\$2,500.00~~ \$2,700.00

**Assessed: GRANT SANDRA LIFE ESTATE
5223 COTTAGE HILL RD APT 101
MOBILE AL 36609-4273**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name and title.
Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman Cory Penn, file copy

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Continuous Learning Center**, from District 1 Discretionary Funds (10041020 42080); and*

WHEREAS, **Continuous Learning Center**, is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Continuous Learning Center**, *will be used to assist with **the 2026 Black History Celebration February 2026** which will serve a public purpose benefiting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Continuous Learning Center** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Just 4 Development Laboratory**, from District 1 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Murphy High School**, is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, *the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and*

WHEREAS, *the Mobile City Council determines that this appropriation to **Just 4 Development Laboratory**, will be used to assist with **upcoming events and activities**, which will serve a public purpose benefiting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Just 4 Development Laboratory** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Murphy High School**, from District 1 Discretionary Funds (10041020 42080); and*

WHEREAS, **Murphy High School**, is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Murphy High School**, *will be used to assist with **operational expenses regarding the Liberty Learning Foundation*** which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Murphy High School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn* wishes to appropriate **\$1,000.00** to **Scarborough Model Middle School**, from *District 1 Discretionary Funds (10041020 42080)*; and

WHEREAS, **Scarborough Model Middle School** is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Scarborough Model Middle School**, *will be used to assist with upcoming teachers' activities* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to Scarborough Model Middle School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 4 November 2025 Date Item No. _____

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

Sponsored by: Spiro N. Cheriogotis Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Inline LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Inline LLC for replacement traffic signal pole and foundation for Hwy 90 at Demetropolis for Traffic Engineering.
CIP - Equipment- Electrical- Traffic Signal

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$19,863.48

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3418</u>	2026	(2060) TRAFFIC ENGINEERING	REPLACEMENT TRAFFIC SIGNAL POLE AND FOUNDATION FOR HWY 90 AT DEMETROPOLIS FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT)	\$19,863.48	<u>(297660) INLINE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003418-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor INLINE LLC 5535 BUSINESS PARKWAY THEODORE, AL 36582 Tel#251-518-0113	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297660				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AFTER HOURS TRAFFIC ACCIDENT WITH DAMAGE TO TRAFFIC POLES 730A000, REMOVAL OF EXISTING TRAFFIC CONTROL UNIT Vendor Item	1.00 EACH	8300.04000	8300.04
-----	--	--------------	------------	---------

1	2000.80.00.0000.0000.0000.0000.48010. E E0020 .CONSTRUCTN.			8300.04
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Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	730E000, METAL TRAFFIC SIGNAL POLE FOUNDATION Vendor Item	1.00 EACH	10317.28000	10317.28
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1	2000.80.00.0000.0000.0000.0000.48010.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003418-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor INLINE LLC 5535 BUSINESS PARKWAY THEODORE, AL 36582 Tel#251-518-0113	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297660				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E E0020	.CONSTRUCTN.	.		10317.28
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
003	730F000, METAL TRAFFIC SIGNAL POLE	1.00	1246.16000	1246.16
	Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.48010. E E0020 .CONSTRUCTN.	.		1246.16
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003418-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor INLINE LLC 5535 BUSINESS PARKWAY THEODORE, AL 36582 Tel#251-518-0113	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297660				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 19863.48

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

Account	Amount	Remaining Budget
E E0020 .CONSTRUCTN.	19863.48	239535.58

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	19863.48	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	10/23/25	ADAM SPENCE	Auto approved by: 91054000
Approved	10/23/25	JENNIFER WHITE	
Approved	10/23/25	BRENDA RHODES	Auto approved by: 910514227
Approved	10/23/25	TIFFANY HOLLINS	
Approved	10/23/25	RELYA MALLORY	Auto approved by: 910514227
Unknown	10/29/25	SANDRA LEWIS	
Approved	10/29/25	DONALD ROSE	Auto approved by: 910518227
Approved	10/29/25	SANDRA LEWIS	
Approved	10/29/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	10/29/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	10/29/25	ANNE FOLEY	Auto approved by: 910518227
Approved	10/29/25	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003418-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor INLINE LLC 5535 BUSINESS PARKWAY THEODORE, AL 36582 Tel#251-518-0113	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297660				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Spiro Cheriogotis, Mayor

CJ Small, Councilmember

Purpose and Scope of Project:

Attached to this cover letter is a Master Services Agreement and Task Order #1 between the City of Mobile (City) and Volkert, Inc. (Contractor) for Perch Creek Preserve Design and Engineering, COM Project No. 2024-2045-08, for the not-to-exceed amount of \$900,000.00. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay. The project area consists of 190.3 acres of waterfront property that stretches along 2.3 miles of shoreline and 2.7 miles of creek frontage. This project also aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the 18-mile Mobile Greenway Initiative. This project is funded through District 3 Capital Funds (C0656), and the consultant was chosen through a competitive RFQ process that complies with City and Federal procurement laws.

Amount of Contract:

900,000

Funding Source

C0656

ATTACHMENTS:

1. 1-COVER LETTER_PCP Design
2. Perch Creek Preserve_MSA Draft_Forsignature20251030 REV Sig

3. 2025-10-14 VOLKERT - Perch Creek Preserve - Task 1 Master Plan Reassess Refine - REV 1
4. Capital Cover Sheet
5. 0-RESOLUTION_PCP

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro
James Barber



October 30, 2025

Subject: Construction Contract – Perch Creek Design and Engineering

Dea Councilmembers:

Attached to this cover letter is a **Construction Contract** between the City of Mobile (City) and Volkert, Inc. (Contractor) for **Perch Creek Preserve Design and Engineering**, COM Project No. 2024-2045-08, for the not-to-exceed amount of **\$900,000.00**. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay. Project area consists of 190.3 acres of waterfront property that stretches along 2.3 miles of shoreline and 2.7 miles of creek frontage. This project also aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the 18-mile Mobile Greenway Initiative. This project is funded through District 3 Capital Funds (C0656), and the consultant was chosen through a competitive RFQ process that complies with City and Federal procurement laws.

We appreciate your continued support and communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works, Engineering and Infrastructure

MASTER SERVICES AGREEMENT PERCH CREEK PRESERVE

This agreement (“Agreement”), with an effective date of _____ 20____, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (“City”) and Volkert, Inc. (“Consultant”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement may focus on, but not be limited to, the following:

1. Identify project needs and requirements.
2. Participate with the City in responding to requirements and inquiries.
3. Assist the City with designing and implementing comprehensive, meaningful engagement and communication regarding project activities (e.g., compliance, permitting, project implementation, monitoring, adaptive management) as deemed appropriate and as directed by the City, which will include but is not limited to, citizens, local stakeholders, businesses, community organizations, government agencies, etc. This engagement process will drive design concepts. This will also include assessing the existing Master Plan for Perch Creek Preserve.
4. Assist the City with integrating community engagement feedback and outcomes into design concepts.
5. Develop unique design concepts based off initial City guidance, concepts to include cost estimates.
6. Identify and execute project related permitting. Participate in regulatory compliance and correspondence.
7. Coordinate with all utilities throughout design and during pre-bid.
8. Conduct all necessary surveys and geotechnical studies.
9. Prepare 30% plans, specifications and cost estimates as required by the Programs and Project Management Department.
10. Prepare 60% plans, specifications and cost estimates as required by the Programs and Project Management Department.
11. Prepare 90% plans, specifications and cost estimates as required by the Programs and Project Management Department.
12. Create bid documents as required by Programs and Project Management Department.
13. Prepare final plans and bid documents.
14. Assist City of Mobile with Pre-Bid and Bid Process.
15. Provide technical assistance during construction observation.
16. Selected consultant will be Engineer of Record throughout entire project, to include pre-construction, construction, and post-construction activity.

The services to be performed by Consultant under this Agreement (“Services” and “Deliverables”) shall be set forth in individual task orders using the general format set forth in Attachment A (“Task Orders”), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project (“Project”), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services (“Compensation”), and a proposed schedule for the performance (“Project Schedule”) for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed \$900,000.00 (Nine Hundred Thousand Dollars). Services will be invoiced per the compensation method outlined under each task order or for hourly work based on the hourly rates set forth in Attachment B (2025 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2027, unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.4 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11. INDEMNITY AND INSURANCE

A. INDEMNIFICATION

1. General Liability Indemnification (CGL / Auto-Backed)

a. Indemnity and Duty to Defend. To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the City of Mobile, Alabama, its officers, elected officials, agents, representatives, employees, and volunteers (collectively, "City") from and against all claims, demands, suits, damages, losses, liabilities, fines, penalties, judgments, and expenses (including reasonable attorney fees, court costs, and expert witness fees) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use), to the extent caused in whole or in part by the negligent, reckless, or intentional acts or omissions of Consultant, its subconsultants, or anyone for whom Consultant is legally responsible.

Duty to Defend (Insurance-Backed Only). For third-party claims alleging bodily injury, death, or property damage that are, or but for exhaustion of policy limits would be, covered by Consultant's Commercial General Liability or Automobile Liability insurance, Consultant shall, upon written tender by City, cause its insurer(s) to defend City as an additional insured, subject to policy terms and limits. The duty to defend shall not extend to claims based solely on professional negligence, which are governed by Professional Services Indemnification below. Nothing herein requires Consultant to defend or indemnify City for City's sole negligence, consistent with §41-9A-3, Code of Alabama.

b. Claims Cooperation (CGL/Auto Claims)

For any claim arising out of or covered by Consultant's Commercial General Liability or Automobile Liability insurance, Consultant shall immediately notify its insurers, promptly assume the defense if required, and fully cooperate with the City and its legal counsel in defending, negotiating, or resolving such claims. Such cooperation includes providing prompt access to documents, records, or personnel with knowledge relevant to the claim. Consultant shall give immediate written notice to its insurers and City upon receipt of any claim or suit, accept tender within 10 days where required, and fully cooperate... If an insurer declines to defend City, Consultant shall reimburse City's reasonable defense costs until the insurer assumes the defense or the claim is resolved.

c. Sole Negligence Carve-Out

Consultant shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence; for concurrent fault, Consultant's obligation is limited to the extent of Consultant's fault as allowed by §41-9A-3.

d. No Limitation by Insurance

Consultant's indemnity obligations are independent of and shall not be limited by any insurance maintained by Consultant. Self-insured retentions (SIR) and deductibles are the sole responsibility of Consultant; policies shall not be "fronting" policies. Failure to satisfy a SIR shall not relieve the insurer's duty to defend or indemnify the City.

e. Statutory Compliance.

This §A.1 is intended to comply with §41-9A-3, Code of Alabama (1975), and shall be construed and enforced consistent therewith.

2. Professional Services Indemnification (E&O-Backed)

Consultant shall procure and maintain the professional liability insurance required under this Agreement as a condition precedent to the effectiveness of this indemnity.

a. Indemnity Obligation

In accordance with § 41-9A-3, Code of Alabama (1975), Consultant shall indemnify and hold harmless the City and its officers, elected officials, agents, representatives, employees, and volunteers from and against any and all claims, suits, liabilities, damages, losses, diminution in value, costs, and related expenses (including reasonable attorney fees and court costs) to the extent caused, in whole or in part, by the negligent, reckless, or intentional acts or omissions, intellectual property infringement, or failure to pay a subconsultant or supplier of Consultant, its subconsultants, or anyone for whom Consultant is legally liable.

b. Defense Cost Reimbursement

Consultant has no independent duty to defend City against professional liability claims. However, Consultant shall reimburse City for reasonable attorneys' fees, expert fees, and litigation costs incurred in defending claims described in §A.2.a in proportion to (i) any adjudicated share of fault of Consultant, or (ii) if resolved without adjudication, a reasonable allocation of such costs attributable to Consultant's alleged acts or omissions, reflected in the settlement or as otherwise reasonably determined.

c. Insurance Alignment

Consultant acknowledges that some §A.2.a risks (e.g., intellectual property infringement; failure to pay subconsultants) may not be insured under professional liability coverage. Consultant's indemnity obligations are independent of insurance.

d. Claims Cooperation (Professional Liability Claims)

Consultant shall cooperate reasonably with the City and its legal representatives in evaluating, negotiating, or resolving claims subject to Consultant's professional indemnification obligations. Such cooperation includes providing available documents, records, information, and access to Consultant's personnel with knowledge relevant to such claims. Nothing herein shall obligate Consultant to independently defend the City, except as permitted by Alabama law (§41-9A-3).

3. Statutory Compliance

Nothing in this Section shall be construed to require Consultant to indemnify, hold harmless, or defend the City except to the extent permissible under Alabama law (§41-9A-3).

4. Tender & Reservation of Rights

City's tender of defense to Consultant or its insurer may be accepted subject to a reservation of rights; if rejected, Consultant shall reimburse City's reasonable defense costs as provided herein.

5. No Waiver of Immunities

Nothing herein is a waiver of City's governmental or sovereign immunities, defenses, or limitations of liability under Alabama law.

6. No Third-Party Beneficiaries

These insurance and indemnity provisions create no rights in any third party.

B. STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this Agreement with the professional skill, care, diligence, and competence ordinarily exercised by similarly situated professionals performing similar services under comparable circumstances, in a manner consistent with industry standards, best practices, and applicable laws, regulations, ordinances, and City policies communicated to Consultant in writing.

C. INSURANCE REQUIREMENTS

1. General Conditions

Consultant shall, at its own expense, procure and maintain the insurance described below for the entire term of the Contract, including all warranty periods. All insurers must be admitted to do business in Alabama and carry a current A.M. Best rating of A-, VII or better. Consultant shall procure, maintain, and enforce compliance from all subconsultants for the duration of this Agreement and applicable extended periods:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general and products/completed operations aggregate, per-project aggregate.
- Automobile Liability: \$1,000,000 combined single limit (owned, non-owned, hired).
- Workers' Compensation: Statutory limits; Employers' Liability: \$1,000,000 each accident/policy limit/employee.
- Umbrella Liability: \$2,000,000 per occurrence and aggregate (true follow form over CGL, Auto, and EL, including additional insured, primary/non-contributory, and waiver of subrogation status).
- Professional Liability: \$2,000,000 per claim/aggregate; retroactive date no later than the start of Services; maintained through final completion and for two (2) years thereafter via continuous coverage or an Extended Reporting Period (ERP/tail). Consultant shall provide evidence of the retro date and ERP before final payment.
- Consultant shall provide written evidence of required professional liability tail coverage prior to final payment.

2. Policy and Endorsement Requirements

- Policies shall name the City as an Additional Insured (CGL, Auto, Umbrella).
- Insurance shall be primary and non-contributory to any insurance carried by the City.
- Policies must include Waiver of Subrogation in favor of the City (all coverages).
- Consultant shall provide certificates of insurance and endorsements to City within ten (10) days of execution, before starting services, and upon renewal.
- Policies must provide thirty (30) days' notice (ten (10) days for non-payment) to the City of cancellation or material change.
- If any required policy lapses, is cancelled, or becomes non-compliant, Contractor shall fully reinstate coverage within three (3) business days after written notice from the City. Should Contractor fail to do so, the City may procure equivalent coverage and deduct all associated costs from payments otherwise due to Contractor.
- Contractor shall not commence on-site Work—and the City may withhold any payment—until the City has received and approved all required certificates of insurance and endorsements. The City's approval does not waive deficiencies.

3. Subconsultant Monitoring & Compliance

Consultant shall:

- Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of Consultant.
- Obtain and verify insurance certificates and endorsements from subconsultants before allowing commencement of work.
- Actively monitor subconsultant insurance compliance throughout project duration and promptly remedy non-compliance.
- Upon City request, furnish documented evidence of subconsultant compliance, monitoring activities, and corrective actions taken.

4 Evidence of Insurance & Cure

Failure to maintain required insurance or furnish acceptable evidence is a material breach. City may withhold payments, suspend Services, or terminate for cause. Consultant shall cure within 5 business days of notice.

D. SURVIVAL

All indemnity obligations and insurance requirements under this Agreement shall survive termination or expiration of this Agreement and remain enforceable until the later of the applicable statute of limitations period or required insurance coverage tail period.

11 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

12 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

13 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

14 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2nd Floor — South Tower, Mobile, Alabama 36604

Attn: Jennifer Greene

CONSULTANT

Volkert, Inc.

1110 Montlimar Drive, Suite 1050

Mobile, Alabama 36609

Attn: Jordan Stringfellow

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

15 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

16 MISCELLANEOUS

16.1 **Governing Law.** The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

16.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

16.3 **Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.4 **Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

16.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, but all of which together shall constitute a single agreement.

16.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

16.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

16.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

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

16.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

This Agreement entered into as of the day and year first written above.

City of Mobile:

Volkert, Inc.:

Spiro N. Cheriogotis
Mayor, City of Mobile

By: 
Harold Z. Eubanks
Title: Regional Vice President

Attest:

City Clerk

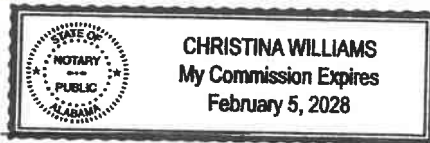
STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Harold Z. Eubanks as Regional Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the authorized officer of Volkert, Inc.

Sworn to and subscribed for me this 30th day of Oct, 2021.


NOTARY PUBLIC

My Commission Expires:



Attachment A

TASK ORDER FOR PROFESSIONAL SERVICES

This Task Order is made this the _____ day of _____, 20____, by and between The City of Mobile (“City”) and Volkert, Inc. (“Consultant”) pursuant to the terms and conditions set forth in the Master Services Agreement (MSA) executed between the parties on the _____ day of _____ 20____, (“Agreement”), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is T.O. 001. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

The consultant will perform items 1, 2, 3, 4, and 5 as identified in Section 1 (Scope of Services) of the MSA generally including community and stake holder engagement services, development of design concepts, and cost-estimating. More specifically the work will include:

- **Task 0 – Mobilization & Kickoff (Volkert, Scape, Cypress, and Rome)**

This task will involve review of the existing master plan, analysis of data gaps, development of the project work plan, and preparation of meeting materials for the master plan kickoff workshop. This task will also involve a two-day in-person project kick-off workshop. One day will consist of workshops with City of Mobile departments to review and discuss refinement of the existing master plan. The second day will include site tours and neighborhood tours with the project team and core City of Mobile team. There will be staff from Volkert, Scape, Cypress, and Rome in attendance. Volkert and Scape will be co-leading the mobilization and kickoff task.

Task Deliverables:

Data gap analysis, Project work plan, Meeting materials for master plan kickoff workshop

- **Task 1 – Master Plan Reassessment (Volkert, Scape, Rome Office)**

Scape, Volkert, and the City of Mobile core team will work together to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. Volkert will be leading the connectivity planning under the reassessment task. Connectivity planning will consist of connections between the three properties, connections to the Crepe Myrtle Trail, and Brookley by the Bay. As part of connectivity analysis, there will be preliminary utility coordination, existing Right-of-Way and property owner review, and preliminary plan maps/typical sections that would incorporate key City initiatives. Additionally, Scape will be leading existing conditions review and sketch parti alternative concepts. Additionally, Rome Office will develop program lists and requirements for structures within the multi-site project area. Rome Office will also prepare adaptive reuse feasibility studies of the two (2) structures located in the Ziebach site. Lastly, Rome Office will conduct research to help define the architectural strategy (scale, form, and materiality).

Task Deliverables:

As detailed in SCAPE’s Proposal: Addendum to the existing Perch Creek Preserve Master Plan including an updated project statement, requirements, and goals, existing conditions and project precedents, one (1) connectivity map and typical sections, one (1) overall project parti sketch;

As detailed in Rome Office's proposal: program list, existing structure reuse feasibility, architectural precedents.

- **Task 2 – Master Plan Refinement (Volkert, Scape, Rome Office)**

This task will involve the development of up to two (2) unique concept designs for the three sites within the Perch Creek Preserve project area. SCAPE will facilitate a collaborative process to select one sketch, or a hybrid of the two concepts, to advance to a final concept design. Volkert will lead in the preparation of cost estimates based on the selected final concept designs as well as phasing/implementation plans. This task will also consist of the facilitation of one community workshop. The project team will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of graphic materials and format for the workshop. Additionally, Rome Office will collaborate with SCAPE on scale and siting of park structures, prepare two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and restroom structure that align with program requirements, prepare two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and prepare high-level probable cost ranges for typical restroom and picnic pavilion structures.

Task Deliverables:

As detailed in SCAPE's Proposal: Concept Design Addendum to the existing Perch Creek Preserve Master Plan;

Cost Estimates based on the final conceptual design, phasing/implementation plan;

As detailed in Rome Office's Proposal: Two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and one (1) restroom structure that align with program requirements, two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and high-level probable cost ranges for typical restroom and picnic pavilion structures.

- **Task 3 – Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)**

This task will involve the scope that is detailed in Cypress Environment & Infrastructure proposal.

Task Deliverables: As detailed in Cypress's proposal.

- **Task 4 – Public Engagement Services (Lyvve Strategies)**

This task will include Lyvve Strategies assisting the City in community engagement. This does not include leading the community meetings or workshops. The primary scope of work will be assisting in outreach and preparation of documentation to be presented. Lyvve Strategies services will include assistance for one (1) project kick-off meeting, one (1) large community workshop meeting, five (5) small meetings, community management updates, and final presentation meetings.

WORK SCHEDULE

Immediately upon receipt of authorization to proceed, as described above, we will schedule the start of the field investigations. Below is a summary schedule of time to start and estimated time for completion for each of the major work items:

Mobilization & Kickoff	2 weeks (assuming a start date of 11/03/2025)
Master Plan Reassessment	6 weeks
Master Plan Refinement	8 weeks
Total	16 weeks

SCOPE OF SERVICES

The specific scope of work presented addresses the phase 1 tasks noted above: Additional items of work not detailed below necessary for the development of this project and required under the MSA will be performed under future phases. Additional items of work not covered by the MSA can be performed under a separate scope and fee.

1. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is \$305,459.00 (Three Hundred Five Thousand Four Hundred Fifty-Nine Dollars and No Cents).
2. Deliverables to be provided under this Task Order are noted under each of the sub task items noted above.
3. Refer to attached proposal for full proposal scope and fee.

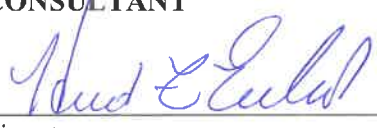
CITY

Signature

Name (Printed or Typed)

Date

CONSULTANT



Signature

HAROLD Z. EUBANKS

Name (Printed or Typed)

10-30-2025

Date



ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope.....	3
Basic Services.....	3
Anticipated Schedule.....	5
Excluded Services.....	5
Summary of Professional Services Fee Proposal.....	7
Man-Hour & Cost Estimates.....	8

ATTACHMENTS

Project Site Locations	ATTACHMENT A
Subconsultant Proposal (SCAPE).....	ATTACHMENT B
Subconsultant Proposal (Rome Office).....	ATTACHMENT C
Subconsultant Proposal (Cypress Environment & Infrastructure).....	ATTACHMENT D
Subconsultant Proposal (Lyvve Strategies).....	ATTACHMENT E

PROJECT INTRODUCTION & SCOPE

This proposal will include professional services for the reassessment and refinement of the existing Perch Creek Preserve Master Plan. The proposal hereon will be considered task 1 of a multitask master services agreement. Our understanding is that task 2 will include the design and development of construction documents following recommendations from task 1. As shown in Exhibit A in Attachment A, the Perch Creek Preserve project is comprised of three zones: McNally Park, Ziebach Park / Helen Wood Park, and Perch Creek Preserve. Each of the three sites have features that vary widely from one site to the next. Helen Wood Park will not be included in this scope of work as it has already been updated.

This proposal includes professional services from multiple firms that will create a well-orchestrated and implementable path forward for the detailed conceptual design of the Perch Creek Preserve Master Plan. A large portion of Volkert's role in the master plan reassessment and refinement will be to explore accessibility/connectivity between the three zones and assist Scape with any site civil conceptual design within each of the parks. Access considerations will be the implementation of the extension of the Crepe Myrtle Trail starting from Brookley by the Bay Park to Perch Creek Preserve. Scape Landscape Architecture will provide a plethora of services ranging from master planning, preliminary rendering, and community workshop facilitation. Cypress Environment & Infrastructure will provide services to assess flood risks, habitats, and shorelines across the three sites. Lyvve Strategies will provide services for assisting in public engagement. Rome Office will provide services for architectural schemes.

The sections below provide more detail regarding the specific tasks included in this proposal.

BASIC SERVICES (Lump Sum)

- Task 0 – Mobilization & Kickoff

This task will involve review of the existing master plan, analysis of data gaps, development of the project work plan, and preparation of meeting materials for the master plan kickoff workshop. This task will also involve a two-day in-person project kick-off workshop. One day will consist of workshops with City of Mobile departments to review and discuss refinement of the existing master plan. The second day will include site tours and neighborhood tours with the project team and core City of Mobile team. There will be staff from Volkert, Scape, Cypress, and Rome in attendance. Volkert and Scape will be co-leading the mobilization and kickoff task.

Task Deliverables: Data gap analysis, Project work plan, Meeting materials for master plan kickoff workshop

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- Task 1 – Master Plan Reassessment

Scape, Volkert, and the City of Mobile core team will work together to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. Volkert will be leading the connectivity planning under the reassessment task. Connectivity planning will consist of connections between the three properties, connections to the Crepe Myrtle Trail, and Brookley by the Bay. As part of connectivity analysis, there will be preliminary utility coordination, existing Right-of-Way and property owner review, and preliminary plan maps/typical sections that would incorporate key City initiatives. Additionally, Scape will be leading existing conditions review and sketch parti alternative concepts as described in Scape's proposal in Attachment B. Additionally, Rome Office will develop program lists and requirements for structures within the multi-site project area. Rome Office will also prepare adaptive reuse feasibility studies of the two (2) structures located in the Ziebach site. Lastly, Rome Office will conduct research to help define the architectural strategy (scale, form, and materiality). Rome Office's proposal is attached in Appendix C.

Task Deliverables: As detailed in SCAPE's Proposal: Addendum to the existing Perch Creek Preserve Master Plan including an updated project statement, requirements, and goals, existing conditions and project precedents, one (1) connectivity map and typical sections, one (1) overall project parti sketch;

As detailed in Rome Office's proposal: program list, existing structure reuse feasibility, architectural precedents

- Task 2 – Master Plan Refinement

This task will involve the development of up to two (2) unique concept designs for the three sites within the Perch Creek Preserve project area. SCAPE will facilitate a collaborative process to select one sketch, or a hybrid of the two concepts, to advance to a final concept design. Volkert will lead in the preparation of cost estimates based on the selected final concept designs as well as phasing/implementation plans. This task will also consist of the facilitation of one community workshop. The project team will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of graphic materials and format for the workshop. Additionally, Rome Office will collaborate with SCAPE on scale and siting of park structures, prepare two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and restroom structure that align with program requirements, prepare two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and prepare high-level probable cost ranges for typical restroom and picnic pavilion structures.

Task Deliverables: As detailed in SCAPE's Proposal (Attachment B): Concept Design Addendum to the existing Perch Creek Preserve Master Plan;

Cost Estimates based on the final conceptual design, phasing/implementation plan;

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

As detailed in Rome Office’s Proposal (Attachment C): Two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and one (1) restroom structure that align with program requirements, two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and high-level probable cost ranges for typical restroom and picnic pavilion structures.

- Task 3 – Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)

This task will involve the scope that is detailed in Cypress Environment & Infrastructure proposal. Cypress’ proposal is included in Attachment D.

Task Deliverables: As detailed in Cypress’s proposal in Attachment D.

- Task 4 – Public Engagement Services (Lyvve Strategies)

This task will include Lyvve Strategies assisting the City in community engagement. This does not include leading the community meetings or workshops. The primary scope of work will be assisting in outreach and preparation of documentation to be presented. Lyvve Strategies services will include assistance for one (1) project kick-off meeting, one (1) large community workshop meeting, five (5) small meetings, community management updates, and final presentation meetings. Lyvve Strategies’ proposal is attached is Attachment E.

ANTICIPATED SCHEDULE

Mobilization & Kickoff	2 Weeks (assuming start of 11/3/25)
Master Plan Reassessment	6 Weeks
Master Plan Refinement	8 Weeks
TOTAL	16 Weeks

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

- This proposal does not include any structural design.
- This proposal does not include a structural analysis of the existing structures located at Ziebach Park. Depending on the proposed use of the existing structures, a structural analysis will be performed in a later task order under the Perch Creek Preserve Master Services Agreement.

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- c) Architectural designs of any proposed buildings beyond the conceptual designs for the structures presented in Rome Office's proposal are not included in this proposal.
- d) This proposal does not include any environmental assessment, NEPA documentation, permitting, or mitigation services. Wetland delineations are not included in this proposal.
- e) This proposal does not include any traffic study or assessment services.
- f) This proposal does not include any topographic survey or boundary survey services. The topographic and property data required for the design shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- g) This proposal does not include any geotechnical investigation services or material testing services. The geotechnical investigation shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- h) This proposal does not include any costs associated with printing materials for community engagement or stakeholder meetings. The Volkert Team will help prepare schematics and other documents, but the City will be responsible for printing and providing the materials for the meetings.

SUMMARY OF PROFESSIONAL SERVICES FEE PROPOSAL		
PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT		
BASIC / PROFESSIONAL SERVICES (LUMP SUM)		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 0	Mobilization and Kickoff	\$25,536.00
Task 1	Master Plan Reassessment	\$72,885.00
Task 2	Master Plan Refinement	\$158,890.00
Task 3	Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)	\$20,298.00
Task 4	Public Engagement Services (Lyvve Strategies)	\$17,850.00
TOTAL PROFFESIONAL SERVICES COST - LUMP SUM		\$295,459.00
Task N/A	Estimated Reimbursable Expenses (SCAPE)	\$10,000.00
TOTAL ESTIMATED REIMBURSABLE COSTS - TIME & MATERIALS/NOT TO EXCEED		\$10,000.00
TOTAL PROFESSIONAL SERVICES COST (INCLUDING REIMBURSABLE EXPENSES)		\$305,459.00

VOLKERT - FEE SUMMARY

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
0	Mobilization & Kickoff - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
0.A	Project Kickoff Workshop	16	16		
0.B	Mobilization Coordination Calls & Emails	8	8		
0.C	Coordination with Subconsultants	4	4		
TOTAL MAN-HOURS		28	28	0	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
0	Mobilization & Kickoff - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	28	\$236.00	\$6,608.00
	Staff 2 Professional	28	\$201.00	\$5,628.00
	Technician	0	\$126.00	\$0.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MOBILIZATION AND KICKOFF COSTS				\$12,236.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
1	Master Plan Reassessment - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
1.A	Research and gather data (maps, GIS data, etc.)		4	4	
1.B	Contact and coordinate with utility providers (water, sewer, gas, electric, communications)		4		
1.C	Evaluate existing utilities and other potential obstacles	2	8		
1.D	Evaluate existing ROW & Property Owners in Scope Area		8	8	
1.E	Develop a compiled map / CAD model of existing infrastructure and ROW / property	2	8	24	
1.F	Develop Plan and Typical Section Options	2	20	24	
1.G	Code Review Inside Individual Park Sites (parking lot sizing, lighting)	2	8		
1.H	Coordination with Subconsultants	4	4		
1.I	Virtual Design Team Coordination Calls, up to six (6) (Master Plan Reassessment Phase)	6	6		
1.J	Virtual Design Team/City of Mobile Meetings, up to three (3) (Master Plan Reassessment Phase)	3	3		
1.K	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Reassessment Phase)	8	8		
TOTAL MAN-HOURS		29	81	60	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
1	Master Plan Reassessment - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	29	\$236.00	\$6,844.00
	Staff 2 Professional	81	\$201.00	\$16,281.00
	Technician	60	\$126.00	\$7,560.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REASSESSMENT COSTS				\$30,685.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
2	Master Plan Refinement - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
2.A	Cost Estimation for civil items depicted refined master plan (i.e. sidewalks, roadways, curbs, drainage, utilities, etc.)	4	16	16	
2.B	Virtual Design Team Coordination Calls, up to eight (8) (Master Plan Refinement Phase)	8	8		
2.C	Virtual Design Team/City of Mobile Meetings, up to four (4) (Master Plan Refinement Phase)	4	4		
2.D	Half-day, in person workshop with City Departments (Master Plan Refinement Phase)	6	6		
2.E	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Refinement Phase)	8	8		
2.F	In person Community Workshop (Master Plan Refinement Phase)	4	4		
2.G	Coordination with subconsultants	8	16		
TOTAL MAN-HOURS		42	62	16	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
2	Master Plan Refinement - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	42	\$236.00	\$9,912.00
	Staff 2 Professional	62	\$201.00	\$12,462.00
	Technician	16	\$126.00	\$2,016.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REFINEMENT COSTS				\$24,390.00 LS

GRAND TOTAL (VOLKERT) FEE				\$67,311.00 LS
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PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

SCAPE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - SCAPE	
0	SCAPE Services	
TOTAL MOBILIZATION & KICKOFF (SCAPE) FEE		\$10,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - SCAPE	
1	SCAPE Services	
TOTAL MASTER PLAN REASSESSMENT (SCAPE) FEE		\$35,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - SCAPE	
2	SCAPE Services	
TOTAL MASTER PLAN REFINEMENT (SCAPE) FEE		\$115,000.00 LS
SUBTOTAL (SCAPE) FEE		\$160,000.00 LS

Task No.	ESTIMATED REIMBURSABLE EXPENSES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
N/A	Estimate of Reimbursables Expenses - SCAPE	
N/A	SCAPE Reimbursable Expenses	
TOTAL REIMBURSABLE EXPENSES (SCAPE) FEE		\$10,000.00 T/M + NTE
GRAND TOTAL (SCAPE) FEE		\$170,000.00

PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

ROME - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - Rome Office	
0	Rome Office Services	
TOTAL MOBILIZATION & KICKOFF (ROME OFFICE) FEE		\$3,300.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - Rome Office	
1	Rome Office Services	
TOTAL MASTER PLAN REASSESSMENT (ROME OFFICE) FEE		\$7,200.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - Rome Office	
2	Rome Office Services	
TOTAL MASTER PLAN REFINEMENT (ROME OFFICE) FEE		\$19,500.00 LS

GRAND TOTAL (ROME OFFICE) FEE		\$30,000.00 LS
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CYPRESS ENVIRONMENT & INFRASTRUCTURE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
3	Master Plan Habitat & Shoreline Analyis - Cypress Environment & Infrastructure	
3	Cypress Environment & Infrastructure Services	
TOTAL MASTER PLAN HABITAT & SHORELINE ANALYSIS (CYPRESS) FEE		\$20,298.00

GRAND TOTAL (CYPRESS) FEE		\$20,298.00 LS
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LYVVE STRATEGIES - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
4	Public Engagement Services - Lyvve Strategies	
4	Lyvve Strategies Services	
TOTAL PUBLIC ENGAGEMENT (LYVVE) FEE		\$17,850.00

GRAND TOTAL (CYPRESS) FEE		\$17,850.00
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ATTACHMENT A – PROJECT SITE LOCATIONS

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



EXHIBIT A





ATTACHMENT B – SUBCONSULTANT PROPOSAL (SCAPE LANDSCAPE ARCHITECTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Task Order 1: Perch Creek Preserve
Request for Proposals

September 9, 2025

Jordan Stringfellow, Volkert
jordan.stringfellow@volkert.com

PROJECT UNDERSTANDING

It is our understanding that Volkert is interested in retaining SCAPE for landscape design and master planning services for the Perch Creek Preserve project with the City of Mobile (Client). The scope of the Perch Creek Preserve project area is inclusive of the areas outlined below (Exhibit A):

- Zone 1: Perch Creek Preserve
- Zone 2: McNally Park
- Zone 3A: Ziebach
- Zone 3B: Helen Wood Park (completed)
- Right-of-way and/or greenway connections between each zone

The following document outlines our fee and deliverables per design phase and our estimated project expenses. SCAPE assumes a 3.5-month continuous design schedule for the project based on this proposed schedule:

- 0 – Mobilization and Kickoff – 2 weeks, start 11/3/2025
- 1 – Master Plan Reassessment – 4 weeks
- 2 – Master Plan Refinement – 8 weeks

We assume our services will extend through the next phases of design and construction observation in future task orders and look forward to submitting our proposal for design services when the current scope of work is complete.

Consultants to Client team: Volkert is the prime consultant and SCAPE assumes that civil, structural, utility, geotechnical, survey, architecture, coastal, and local community outreach will be provided by Volkert or their subconsultants to support our efforts. We will rely on Volkert to manage the project, schedule, and coordination. We assume our work will be developed in parallel with all other consultants, and we will work under a coordinated effort to ensure a smooth design process.

Subconsultants to SCAPE: SCAPE does not require subconsultants for this scope of work.

Cost Estimating: Cost estimating is not included in SCAPE's scope of services. We will review and comment on cost estimates by others.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Existing/previous planning and design studies for our reference.
- Summary documents from any public outreach or engagement previously completed for the project site.
- Site basemaps, GIS shapefiles, and relevant CAD files for illustrative design purposes.
- Any additional relevant and available technical reports for our reference.

Prior to the project advancing to the design and documentation phases, SCAPE will require a current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD format. We assume the site survey, geotechnical report, and a recent tree assessment/inventory will be provided by Volkert or their subconsultants before commencing future phases of work.

SCOPE OF SERVICES

0 – MOBILIZATION AND KICKOFF – 2 WEEKS

Mobilization: SCAPE will support Volkert and the Client team to schedule meeting cadences, finalize the project schedule, develop a work plan and stakeholder engagement plan, and convene a core project delivery team of City officials. SCAPE will review existing/previous planning and design studies for the Perch Creek Preserve project sites, request and collect data required for the master plan reassessment phase, and identify data gaps to be requested from the Client team.

Project Kickoff Workshop: During this phase, SCAPE and Volkert will co-lead a two-day in-person project kick-off workshop. We assume one day will consist of workshops with City of Mobile departments to review and discuss refinements to the master plan. The second day will include site tours of the three sites and neighborhood tours with the project team and core City team.

Deliverables:

- Data gap analysis
- Project work plan
- Meeting materials for the master plan kickoff workshop

Meetings:

- Virtual project management meetings, up to two (2).
- One (1) two-day in-person project kickoff workshop.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

1 – MASTER PLAN REASSESSMENT – 4 WEEKS

SCAPE will work with Volkert and the core City team to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. While the goals will be aspirational to support the vision, they will also be actionable to inform an implementation pathway. We will support Volkert in planning

connectivity between Perch Creek Preserve properties (Zone 1,2, 3A, 3B), including connections to the Crepe Myrtle Trail and Brookley by the Bay, and incorporate key City initiatives and projects in the planning process. Through the data gap analysis, we will identify up to three (3) existing conditions to review in more detail and develop a series of maps, sections, and diagrams to understand the unique land conditions that will inform our concept design proposal. SCAPE will work iteratively to produce two (2) sketch parti alternatives for the overall Perch Creek Preserve project area using hand sketches, diagrams, and precedent imagery to convey our big ideas for the site. Each alternative will be grounded in both our existing conditions analysis and visioning goals. SCAPE will share these sketch options for review and feedback from the Client in a presentation, where one sketch, or a hybrid of the two, will be selected for inclusion in the master plan addendum.

Deliverables:

- Addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - Updated project statement, requirements, and goals
 - Existing conditions and project precedents
 - One (1) overall project parti sketch

Meetings:

- Weekly virtual design team coordination calls, up to six (6).
- Virtual meetings with the core City team every other week, up to two (2).
- Up to two (2) in-person or virtual stakeholder meetings.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

2 – MASTER PLAN REFINEMENT – 8 WEEKS

Based on the outcomes of 1 – *Master Plan Reassessment*, SCAPE will develop unique concept designs for Zones 1, 2, and 3A within the Perch Creek Preserve project area. We will develop up to two (2) concept design sketch alternatives

for each zone to present to the Client. For each zone, we will facilitate a collaborative process to select one sketch, or a hybrid of the two sketches, to advance to final concept design. We will review and comment on cost estimates for the final concept designs for each zone and support the development of a phasing and implementation plan. SCAPE assumes Volkert will lead the cost estimates and phasing/implementation plan.

Community Workshop: SCAPE will facilitate one community workshop during this phase. We will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of the graphic materials and format for the workshop.

Deliverables:

- Concept design addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - One-page executive summary and image captions
 - One (1) overall project area illustrative plan.
 - Up to three (3) illustrative enlargement plans, one for each zone.
 - Up to four (4) renderings
 - Illustrative sections, diagrams, and precedent imagery to convey design intent

Meetings:

- Weekly virtual design team coordination calls, up to eight (8).
- Virtual meetings with the core City team every other week, up to four (4).
- One (1) half-day in-person workshop with City departments to review the concept design plans.
- Up to two (2) virtual or in-person stakeholder meetings.
- Up to one (1) in-person community workshop

Travel Summary:

- Up to two (2) trips for three (3) SCAPE team members

ASSUMPTIONS/EXCLUSIONS

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design and that our services will extend through the construction observation & installation phase.
2. SCAPE assumes our work will be developed alongside the team's design efforts, and we will be working under a coordinated design effort to ensure a smooth design process.
3. All files will be developed in AutoDesk AutoCAD, Microsoft Word and Excel, and Adobe Illustrator and InDesign, as appropriate. Deliverables will be submitted to the Client in PDF format.
4. SCAPE assumes there will be no LEED calculations or documentation included in the landscape architecture scope of work. We will provide exhibitions or area calculations to others for computation relative to LEED as needed.
5. Land use attorney services is not part of SCAPE's services.
6. Extension of the project schedule beyond the parameters mentioned above or additional meetings and visits beyond what is included in the scope of work above will be considered an additional service.
7. Additional renderings beyond what is included in the scope of work above will be considered an additional service. Additional renders will be charged as \$4,500 rate per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
0 – Mobilization and Kickoff	2 wks	\$10,000	Fixed fee
1 – Master Plan Reassessment	4 wks	\$35,000	Fixed fee
2 – Master Plan Refinement	8 wks	\$115,000	Fixed fee
TOTAL FEE FOR PROFESSIONAL SERVICES	<u>14 wks</u>	<u>\$160,000</u>	<u>Fixed fee</u>

Estimate of Reimbursable Expenses		\$10,000	T/M + NTE
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PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to SCAPE scheduled rates. Please see hourly rates table below. Estimated Not to Exceed (NTE) amounts will not be increased without Client's prior approval.

Monthly: The lump sum fee provided will be divided at an equal monthly rate across the stated duration of the phase. Extension of the schedule beyond the stated duration will be billed at the monthly rate.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials or travel expenses including flights, hotels, mileage, car rental, meals, and incidentals for site visits and in-person meetings. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets or presentation boards shall be done by others. SCAPE will add a 10% mark-up on all reimbursable project expenses. SCAPE assumes any unused expenses will be billed as fee with the final invoice.

Remobilization Fee: This Scope of Services assumes a continuous project schedule. If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Founding Principal	\$350/Hour
Senior Principal	\$300/Hour
Principal	\$275/Hour
Senior Director	\$250/Hour
Director	\$240/Hour
Senior Associate	\$220/Hour
Associate	\$200/Hour
Senior Designer	\$160/Hour
Designer	\$120/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service. This Proposal is Valid for 30 days from date of issue by SCAPE / Landscape Architecture DPC.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services.

SIGNATURE PAGE

SCAPE requires a signed proposal and a Notice-to-Proceed to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

<i>Landscape Architect</i>	Client
SCAPE / LANDSCAPE ARCHITECTURE DPC	Volkert

ALandes

By: Alexis Landes	By: _____
Title: Managing Principal	Title _____
Date: 9/29/2025	Date: _____



ATTACHMENT C – SUBCONSULTANT PROPOSAL (ROME OFFICE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025



Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

09/13/2025

PERCH CREEK PRESERVE: TASK ORDER 1 PROPOSAL – REV 1

Dear Jordan,

Please see the following proposal to provide architectural design support for the master planning of Perch Creek Preserve.

Our understanding of the project, scope of work, and deliverables are detailed in Sections 1 and 2 of this document. The proposal is based on the information included herein and the correspondence between SCAPE and Volkert.

We hereby submit the following preliminary fee proposal and are happy to discuss it with you in more detail at any time. We look forward to assisting you in this project.

Sincerely,



Melissa Rome, AIA, NCARB
Partner, Rome Office

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

1. INITIAL INFORMATION

Project Understanding: The purpose of the architectural scope for Task Order 1 is to support the design team in updating the Master Plan. This scope includes assessing existing structures within the park to determine their potential for reuse, developing a program list for park structures, and preparing conceptual designs for new park structures. The project area encompasses 190.3 acres of waterfront property, including 2.3 miles of shoreline and 2.7 miles of creek frontage.

Timeline: The estimated time for Task 1 is 4 months.

Cost of the Work: Rome Office is not aware of any target budget for the Project.

Consultants: Rome Office (RO) will not retain any subconsultants for Task Order 1.

2. SCOPE OF SERVICES AND DELIVERABLES

0 – Mobilization and Kickoff (2 weeks): Rome Office will support the design team during the initial phase of the project, gathering the information necessary to complete our scope of services. Mobilization and Kickoff services will include:

- Travel and participation in one (1) in-person project kickoff site visit (one day only).
- Up to two (2) virtual project management meetings
- Review of current master plan report
- Visual assessment of two (2) existing structures located within the Ziebach Zone.

1 – Master Plan Reassessment (6 weeks): Rome Office will reassess project needs and develop an architectural program aligned with the requirements and goals of the Perch Creek Master Plan. Services will include:

- Up to three (3) virtual project management meetings
- Develop a program list and requirements for the structures in the Park.
- Adaptive reuse feasibility of the two (2) structures located within the Ziebach Zone.
- Precedent research to help define the architectural strategy, including scale, form, and materiality
- Presentation of program list, existing structure reuse, and precedents to the client

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

2 – Master Plan Refinement (8 weeks): Rome Office will develop conceptual design options for the park structures. Services will include:

- Travel and participate in one (1) in-person city workshop.
- Up to four (4) virtual project management meetings
- Collaboration with SCAPE on the scale and siting of the park structures
- Preparation of two (2) alternative massing and conceptual design studies for a picnic pavilion and a restroom structure that align with program requirements and project goals from the previous phase
- Two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the Park
- Presentation of the conceptual design to the client.
- High-level probable cost range for a typical restroom and picnic pavilion.

Refer to Section 5 of this document for a list of Assumptions and Exclusions for Basic Services.

3. FEE

Basic Architecture Services:

Rome Office estimates a lump sum fee of **\$30,000** to provide the Basic Services as outlined above in Section 1 & 2. Below is the proposed payment schedule:

Payment Schedule	\$
Mobilization and Kickoff	\$3,300
Master Plan Reassessment	\$7,200
Master Plan Refinement	\$19,500
Total	\$30,000

Additional Services:

For any work or services not covered within the Project Description in Section 1 or the Scope of Basic Services described in Section 2, the Architect shall be compensated based on an hourly rate or an agreed upon lump sum.

Category	2025 Hourly Rate
RO Partner	\$200
RO Project Architect	\$175
RO Architect	\$150

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

Reimbursable Expenses:

For Reimbursable expenses such as travel for additional in-person meetings, permitting and other fees required by authorities having jurisdiction, printing and plotting, AIA contract documents and forms, BFE Certificates, additional renderings, and physical models the compensation shall be the expenses incurred by the Architect plus 10% of the expenses incurred.

4. PAYMENT TERMS

Rome Office shall invoice monthly for Services performed, any prior-approved additional services, and any prior-approved reimbursable expenses. Payments shall be due within 15 days of the Prime consultant receiving payment. If the Project is cancelled or stopped for whatever reason, Rome Office shall be paid for services provided up until the notice of cancellation.

5. ASSUMPTIONS AND EXCLUSIONS

- The above fees in Section 3 are valid for 30 days from issuance of this proposal.
- The fees in Section 3 are based on our existing knowledge of the project outlined in Sections 1 and 2 of this proposal. Rome Office reserves the right to adjust the fees in Section 3 should any information in Sections 1 or 2 of this proposal change.
- It is assumed that Rome Office and Volkert will modify and execute a subconsultant agreement prior to proceeding with work.
- The fee proposal assumes a 4-month continuous design schedule. Any pause and restart may require additional fees.
- The fee excludes surveying, geotechnical engineering, & material testing services.
- The fee excludes consultants for Task Order 1.
- The fee excludes cost estimating services beyond what is included in the scope of basic services.
- The proposal assumes Rome Office will be contracted for future design phases/task orders.
- The proposal assumes the Client will provide all necessary information and access required to perform our services, including site access, current valuations of existing structures, and the anticipated budget for new park structures.
- This proposal assumes that the design of park structures will be limited to picnic and restroom facilities. If conceptual design for any other type of structure— including, but not limited to, a multipurpose or recreation building— is required, Rome Office will require an additional fee.



ATTACHMENT D – SUBCONSULTANT PROPOSAL (CYPRESS ENVIRONMENT & INFRASTRUCTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



September 5, 2025

Jordan Stringfellow
Assistant Vice President, Aviation Service Line Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Re: City of Mobile Perch Creek Preserve Design and Engineering Project
Phase I Task - Master Plan Habitat & Shoreline Analysis

Dear Ms. Stringfellow:

As requested, Cypress Environment & Infrastructure (Cypress) hereby submits the enclosed proposal to provide professional services for Phase I of the Perch Creek Preserve Design and Engineering Project. The deliverable of this work will be the Master Plan Habitat and Shoreline Analysis Report, which will be used to reevaluate the Perch Creek Preserve Master Plan and guide future design on the project sites.

Cypress appreciates the opportunity to provide this proposal. If you have any questions or require additional information, please feel free to contact me at chenderson@cypressei.com or 228-596-1580.

Sincerely,
Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

Enclosures:

Proposed Scope of Work (1 Page)
Agreement and Authorization to Proceed form (1 page)

PROPOSED SCOPE OF WORK

Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis

Mobile, Alabama

Scope and Subtasks

- **Subtask 1: Meetings & Site Visit**
 - Includes attendance of up to two (2) Cypress staff at Kickoff Meeting, City Workshops, and other meetings as requested by Volkert.
 - Includes one (1) site visit.
- **Subtask 2: Master Plan Habitat and Shoreline Analysis Report**
 - Report assessing flood risks, habitats, and shorelines across the Perch Creek Preserve, McNally Park, and Ziebach sites.
 - Report to include maps compiled from web resources and up to one (1) site visit.
 - Report to include design considerations to mitigate flood risk, protect wetlands, and stabilize shorelines.

Fees

- **Total Fee: \$20,298.00**
 - Subtask 1: \$7,169.00
 - Subtask 2: \$13,129.00

Deliverables

- Master Plan Habitat and Shoreline Analysis Report

Schedule

- Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Insurance

- Cypress carries \$2,000,000 aggregate in general and professional liability insurance. Cypress will provide a certificate of insurance on request.

AGREEMENT AND AUTHORIZATION TO PROCEED
Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis
Mobile, Alabama

Reporting, Invoicing, and Payment Schedule

Cypress Environment & Infrastructure (hereinafter referred to as Cypress), will invoice monthly based on the percent completion of each task of the project.

Authorization to Proceed

If you are in agreement with the proposed scope of work and payment schedule, please return one signed copy of this agreement to our office (contact information below signatures) and retain the other copy for your records. Upon receipt of authorization to proceed, Cypress will begin work in accordance with the project scope.

This document constitutes a legal contract under the laws of the State of Alabama. The undersigned parties have reviewed this document and agree to the terms of the contract.

Delivery Schedule

Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Cost

Total Project Cost:	\$20,298.00 (fixed fee)
Subtask 1: Meetings & Site Visit	\$7,169.00
Subtask 2: Master Plan Habitat and Shoreline Analysis Report	\$13,129.00

DATE: 09/05/2025

Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

DATE:

Volkert, Inc.

Name:
Title:

Email to: chenderson@cypressei.com

Mail to: 150 Government Street, Suite 1000, Mobile, AL 36602



ATTACHMENT E – SUBCONSULTANT PROPOSAL (LYVVE STRATEGIES)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025





Who we are.

We believe in engagement through culture, commerce and communication. At Lyvve, we amplify that message. We are a communications consultancy that specialize in public affairs, advocacy and digital marketing. Our strength is solutions through storytelling. Our systems and routines activate audiences to do something. Join us as we impact and expand expectations. Together, we will explore innovative ideas that help you grow and scale.

What we do.

Our Services

Digital Marketing

- **Target Messaging**
- **Content Development**
- **Venture Opportunities**
- **Partnership Development**

Public Affairs

- **Media Management**
- **Campaign Development**
- **Project Management**

Advocacy

- **Manage Government Relationships/Engagement**
- **Community Engagement**
- **Issue Management**



Volkert

Project: Perch Creek

One of the best assets of the City of Mobile is its beautiful landscape of wetlands and shorelines. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay.

Through various engagement strategies, we will ensure all stakeholders remain aware and educated. This project will define opportunities to ignite curiosity and expand the expectations of all stakeholders.

Internally, we will grow systems and collective impact. Collectively, we will create the expectations of standards and the culture of engaged-community-led excellence outcomes.



Scope of Work

Lyvve Strategies will perform as your lead management firm for community engagement for the Perch Creek Project. We will assist the City of Mobile as they lead all outreach efforts. At Lyvve, we have more than 50 combined years of experience and will assist in the development and execution of the following tactics to produce top outcomes. We lead. We win.

- Community Engagement Planning
 - Review Past Outreach
 - Set targets
 - Organize systems
 - Reporting
- Meetings
 - Kickoff
 - Large Stakeholder Meeting
 - Small meetings
 - Final Presentations
 - Internal meetings
- Updates
 - Copy writing
 - Emails
 - Newsletters
 - Information for City Comms Dept
 - List Management
 - Partner Engagement
 - Existing
 - New Targets



Terms of Agreement

The client shall pay the consulting agency a fee of \$17850.00 for the agreement of terms. This fee does not include any printed services or collateral. Work performed under this Consulting Agreement shall not include any service performed by Lyvve Strategies pursuant to separate agreement between Lyvve Investment Group, LLC, and the client.

*Payments can be made via electronic deposit or check per Vendor agreement.

Please submit all payments to Lyvve Investment Group

Special Terms and Conditions: Both parties have read and understand the terms outlined above and agree there are no arrangements, verbal or otherwise, made, other than those incorporated into this Agreement. Any amendments must be in writing and signed by both parties. The parties further agree that this Agreement will be governed by the laws of the State of Alabama.

Client retains the right or approval over any and all advertisement or marketing materials which are a part of this Agreement.

Client Signature and Date

President, Lyvve Investment Group
Lyvve Investment Group
Signature and Date

Attachment B**Perch Creek Preserve Hourly Rate Schedule**

POSITION	BILLING RATE W/O DIRECTS
Principle	\$363.00
Supervisor	\$267.00
Project Manager	\$236.00
Staff 2 Engineer	\$201.00
Staff 1 Engineer	\$126.00
Environmental Manager	\$214.00
Environmental Engineer/Scientist	\$101.00
Senior Design	\$140.00
Designer	\$127.00
Technician	\$124.00
Drafter	\$97.00
Bridge Inspector 2	\$179.00
Bridge Inspector 1	\$84.00
Administrative Assistant	\$98.00
Survey Manager	\$261.00
2-Man Survey Crew	\$783.00
3- Man Survey Crew	\$978.00
4- Man Survey Crew	\$1,159.00
CEI Project Manager	\$116.00
CEI Senior Inspector	\$87.00
CEI Level 2 Inspector)	\$75.00
CEI Level 1 Inspector	\$59.00

The rates listed above are for the year 2025. These rates shall be updated annually to account for changes in audited overhead and employee salaries.

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com



October 14, 2025

VIA E-Mail

Ms. Jennifer Greene, Director
Programs and Project Management
City of Mobile
205 Government Street
Mobile, AL 36602

RE: Fee Proposal for Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Dear Ms. Greene:

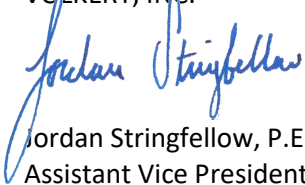
Attached please find a digital copy of the following proposal to provide professional services related to:

**Perch Creek Preserve Task 1
Master Plan Reassessment & Refinement**

This proposal is forwarded for your review and comment.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,
VOLKERT, INC.



Jordan Stringfellow, P.E.
Assistant Vice President

LRM/
Attachments



ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

INDEX

DESCRIPTION	SHEET NUMBER
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ATTACHMENTS

Project Site Locations	ATTACHMENT A
Subconsultant Proposal (SCAPE).....	ATTACHMENT B
Subconsultant Proposal (Rome Office).....	ATTACHMENT C
Subconsultant Proposal (Cypress Environment & Infrastructure).....	ATTACHMENT D
Subconsultant Proposal (Lyvve Strategies).....	ATTACHMENT E

PROJECT INTRODUCTION & SCOPE

This proposal will include professional services for the reassessment and refinement of the existing Perch Creek Preserve Master Plan. The proposal hereon will be considered task 1 of a multitask master services agreement. Our understanding is that task 2 will include the design and development of construction documents following recommendations from task 1. As shown in Exhibit A in Attachment A, the Perch Creek Preserve project is comprised of three zones: McNally Park, Ziebach Park / Helen Wood Park, and Perch Creek Preserve. Each of the three sites have features that vary widely from one site to the next. Helen Wood Park will not be included in this scope of work as it has already been updated.

This proposal includes professional services from multiple firms that will create a well-orchestrated and implementable path forward for the detailed conceptual design of the Perch Creek Preserve Master Plan. A large portion of Volkert's role in the master plan reassessment and refinement will be to explore accessibility/connectivity between the three zones and assist Scape with any site civil conceptual design within each of the parks. Access considerations will be the implementation of the extension of the Crepe Myrtle Trail starting from Brookley by the Bay Park to Perch Creek Preserve. Scape Landscape Architecture will provide a plethora of services ranging from master planning, preliminary rendering, and community workshop facilitation. Cypress Environment & Infrastructure will provide services to assess flood risks, habitats, and shorelines across the three sites. Lyvve Strategies will provide services for assisting in public engagement. Rome Office will provide services for architectural schemes.

The sections below provide more detail regarding the specific tasks included in this proposal.

BASIC SERVICES (Lump Sum)

- Task 0 – Mobilization & Kickoff

This task will involve review of the existing master plan, analysis of data gaps, development of the project work plan, and preparation of meeting materials for the master plan kickoff workshop. This task will also involve a two-day in-person project kick-off workshop. One day will consist of workshops with City of Mobile departments to review and discuss refinement of the existing master plan. The second day will include site tours and neighborhood tours with the project team and core City of Mobile team. There will be staff from Volkert, Scape, Cypress, and Rome in attendance. Volkert and Scape will be co-leading the mobilization and kickoff task.

Task Deliverables: Data gap analysis, Project work plan, Meeting materials for master plan kickoff workshop

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- Task 1 – Master Plan Reassessment

Scape, Volkert, and the City of Mobile core team will work together to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. Volkert will be leading the connectivity planning under the reassessment task. Connectivity planning will consist of connections between the three properties, connections to the Crepe Myrtle Trail, and Brookley by the Bay. As part of connectivity analysis, there will be preliminary utility coordination, existing Right-of-Way and property owner review, and preliminary plan maps/typical sections that would incorporate key City initiatives. Additionally, Scape will be leading existing conditions review and sketch parti alternative concepts as described in Scape's proposal in Attachment B. Additionally, Rome Office will develop program lists and requirements for structures within the multi-site project area. Rome Office will also prepare adaptive reuse feasibility studies of the two (2) structures located in the Ziebach site. Lastly, Rome Office will conduct research to help define the architectural strategy (scale, form, and materiality). Rome Office's proposal is attached in Appendix C.

Task Deliverables: As detailed in SCAPE's Proposal: Addendum to the existing Perch Creek Preserve Master Plan including an updated project statement, requirements, and goals, existing conditions and project precedents, one (1) connectivity map and typical sections, one (1) overall project parti sketch;

As detailed in Rome Office's proposal: program list, existing structure reuse feasibility, architectural precedents

- Task 2 – Master Plan Refinement

This task will involve the development of up to two (2) unique concept designs for the three sites within the Perch Creek Preserve project area. SCAPE will facilitate a collaborative process to select one sketch, or a hybrid of the two concepts, to advance to a final concept design. Volkert will lead in the preparation of cost estimates based on the selected final concept designs as well as phasing/implementation plans. This task will also consist of the facilitation of one community workshop. The project team will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of graphic materials and format for the workshop. Additionally, Rome Office will collaborate with SCAPE on scale and siting of park structures, prepare two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and restroom structure that align with program requirements, prepare two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and prepare high-level probable cost ranges for typical restroom and picnic pavilion structures.

Task Deliverables: As detailed in SCAPE's Proposal (Attachment B): Concept Design Addendum to the existing Perch Creek Preserve Master Plan;

Cost Estimates based on the final conceptual design, phasing/implementation plan;

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

As detailed in Rome Office’s Proposal (Attachment C): Two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and one (1) restroom structure that align with program requirements, two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and high-level probable cost ranges for typical restroom and picnic pavilion structures.

- Task 3 – Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)

This task will involve the scope that is detailed in Cypress Environment & Infrastructure proposal. Cypress’ proposal is included in Attachment D.

Task Deliverables: As detailed in Cypress’s proposal in Attachment D.

- Task 4 – Public Engagement Services (Lyvve Strategies)

This task will include Lyvve Strategies assisting the City in community engagement. This does not include leading the community meetings or workshops. The primary scope of work will be assisting in outreach and preparation of documentation to be presented. Lyvve Strategies services will include assistance for one (1) project kick-off meeting, one (1) large community workshop meeting, five (5) small meetings, community management updates, and final presentation meetings. Lyvve Strategies’ proposal is attached is Attachment E.

ANTICIPATED SCHEDULE

Mobilization & Kickoff	2 Weeks (assuming start of 11/3/25)
Master Plan Reassessment	6 Weeks
Master Plan Refinement	8 Weeks
TOTAL	16 Weeks

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

- This proposal does not include any structural design.
- This proposal does not include a structural analysis of the existing structures located at Ziebach Park. Depending on the proposed use of the existing structures, a structural analysis will be performed in a later task order under the Perch Creek Preserve Master Services Agreement.

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- c) Architectural designs of any proposed buildings beyond the conceptual designs for the structures presented in Rome Office's proposal are not included in this proposal.
- d) This proposal does not include any environmental assessment, NEPA documentation, permitting, or mitigation services. Wetland delineations are not included in this proposal.
- e) This proposal does not include any traffic study or assessment services.
- f) This proposal does not include any topographic survey or boundary survey services. The topographic and property data required for the design shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- g) This proposal does not include any geotechnical investigation services or material testing services. The geotechnical investigation shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- h) This proposal does not include any costs associated with printing materials for community engagement or stakeholder meetings. The Volkert Team will help prepare schematics and other documents, but the City will be responsible for printing and providing the materials for the meetings.

SUMMARY OF PROFESSIONAL SERVICES FEE PROPOSAL		
PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT		
BASIC / PROFESSIONAL SERVICES (LUMP SUM)		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 0	Mobilization and Kickoff	\$25,536.00
Task 1	Master Plan Reassessment	\$72,885.00
Task 2	Master Plan Refinement	\$158,890.00
Task 3	Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)	\$20,298.00
Task 4	Public Engagement Services (Lyvve Strategies)	\$17,850.00
TOTAL PROFFESIONAL SERVICES COST - LUMP SUM		\$295,459.00
Task N/A	Estimated Reimbursable Expenses (SCAPE)	\$10,000.00
TOTAL ESTIMATED REIMBURSABLE COSTS - TIME & MATERIALS/NOT TO EXCEED		\$10,000.00
TOTAL PROFESSIONAL SERVICES COST (INCLUDING REIMBURSABLE EXPENSES)		\$305,459.00

VOLKERT - FEE SUMMARY

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
0	Mobilization & Kickoff - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
0.A	Project Kickoff Workshop	16	16		
0.B	Mobilization Coordination Calls & Emails	8	8		
0.C	Coordination with Subconsultants	4	4		
TOTAL MAN-HOURS		28	28	0	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
0	Mobilization & Kickoff - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	28	\$236.00	\$6,608.00
	Staff 2 Professional	28	\$201.00	\$5,628.00
	Technician	0	\$126.00	\$0.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MOBILIZATION AND KICKOFF COSTS				\$12,236.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
1	Master Plan Reassessment - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
1.A	Research and gather data (maps, GIS data, etc.)		4	4	
1.B	Contact and coordinate with utility providers (water, sewer, gas, electric, communications)		4		
1.C	Evaluate existing utilities and other potential obstacles	2	8		
1.D	Evaluate existing ROW & Property Owners in Scope Area		8	8	
1.E	Develop a compiled map / CAD model of existing infrastructure and ROW / property	2	8	24	
1.F	Develop Plan and Typical Section Options	2	20	24	
1.G	Code Review Inside Individual Park Sites (parking lot sizing, lighting)	2	8		
1.H	Coordination with Subconsultants	4	4		
1.I	Virtual Design Team Coordination Calls, up to six (6) (Master Plan Reassessment Phase)	6	6		
1.J	Virtual Design Team/City of Mobile Meetings, up to three (3) (Master Plan Reassessment Phase)	3	3		
1.K	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Reassessment Phase)	8	8		
TOTAL MAN-HOURS		29	81	60	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
1	Master Plan Reassessment - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	29	\$236.00	\$6,844.00
	Staff 2 Professional	81	\$201.00	\$16,281.00
	Technician	60	\$126.00	\$7,560.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REASSESSMENT COSTS				\$30,685.00

LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
2	Master Plan Refinement - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
2.A	Cost Estimation for civil items depicted refined master plan (i.e. sidewalks, roadways, curbs, drainage, utilities, etc.)	4	16	16	
2.B	Virtual Design Team Coordination Calls, up to eight (8) (Master Plan Refinement Phase)	8	8		
2.C	Virtual Design Team/City of Mobile Meetings, up to four (4) (Master Plan Refinement Phase)	4	4		
2.D	Half-day, in person workshop with City Departments (Master Plan Refinement Phase)	6	6		
2.E	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Refinement Phase)	8	8		
2.F	In person Community Workshop (Master Plan Refinement Phase)	4	4		
2.G	Coordination with subconsultants	8	16		
TOTAL MAN-HOURS		42	62	16	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
2	Master Plan Refinement - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	42	\$236.00	\$9,912.00
	Staff 2 Professional	62	\$201.00	\$12,462.00
	Technician	16	\$126.00	\$2,016.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REFINEMENT COSTS				\$24,390.00

LS

GRAND TOTAL (VOLKERT) FEE				\$67,311.00
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LS

PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

SCAPE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - SCAPE	
0	SCAPE Services	
TOTAL MOBILIZATION & KICKOFF (SCAPE) FEE		\$10,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - SCAPE	
1	SCAPE Services	
TOTAL MASTER PLAN REASSESSMENT (SCAPE) FEE		\$35,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - SCAPE	
2	SCAPE Services	
TOTAL MASTER PLAN REFINEMENT (SCAPE) FEE		\$115,000.00 LS
SUBTOTAL (SCAPE) FEE		\$160,000.00 LS

Task No.	ESTIMATED REIMBURSABLE EXPENSES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
N/A	Estimate of Reimbursables Expenses - SCAPE	
N/A	SCAPE Reimbursable Expenses	
TOTAL REIMBURSABLE EXPENSES (SCAPE) FEE		\$10,000.00 T/M + NTE
GRAND TOTAL (SCAPE) FEE		\$170,000.00

PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

ROME - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - Rome Office	
0	Rome Office Services	
TOTAL MOBILIZATION & KICKOFF (ROME OFFICE) FEE		\$3,300.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - Rome Office	
1	Rome Office Services	
TOTAL MASTER PLAN REASSESSMENT (ROME OFFICE) FEE		\$7,200.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - Rome Office	
2	Rome Office Services	
TOTAL MASTER PLAN REFINEMENT (ROME OFFICE) FEE		\$19,500.00 LS

GRAND TOTAL (ROME OFFICE) FEE		\$30,000.00 LS
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CYPRESS ENVIRONMENT & INFRASTRUCTURE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
3	Master Plan Habitat & Shoreline Analyis - Cypress Environment & Infrastructure	
3	Cypress Environment & Infrastructure Services	
TOTAL MASTER PLAN HABITAT & SHORELINE ANALYSIS (CYPRESS) FEE		\$20,298.00

GRAND TOTAL (CYPRESS) FEE		\$20,298.00 LS
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LYVVE STRATEGIES - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
4	Public Engagement Services - Lyvve Strategies	
4	Lyvve Strategies Services	
TOTAL PUBLIC ENGAGEMENT (LYVVE) FEE		\$17,850.00

GRAND TOTAL (CYPRESS) FEE		\$17,850.00
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ATTACHMENT A – PROJECT SITE LOCATIONS

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



EXHIBIT A





ATTACHMENT B – SUBCONSULTANT PROPOSAL (SCAPE LANDSCAPE ARCHITECTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Task Order 1: Perch Creek Preserve
Request for Proposals

September 9, 2025

Jordan Stringfellow, Volkert
jordan.stringfellow@volkert.com

PROJECT UNDERSTANDING

It is our understanding that Volkert is interested in retaining SCAPE for landscape design and master planning services for the Perch Creek Preserve project with the City of Mobile (Client). The scope of the Perch Creek Preserve project area is inclusive of the areas outlined below (Exhibit A):

- Zone 1: Perch Creek Preserve
- Zone 2: McNally Park
- Zone 3A: Ziebach
- Zone 3B: Helen Wood Park (completed)
- Right-of-way and/or greenway connections between each zone

The following document outlines our fee and deliverables per design phase and our estimated project expenses. SCAPE assumes a 3.5-month continuous design schedule for the project based on this proposed schedule:

- 0 – Mobilization and Kickoff – 2 weeks, start 11/3/2025
- 1 – Master Plan Reassessment – 4 weeks
- 2 – Master Plan Refinement – 8 weeks

We assume our services will extend through the next phases of design and construction observation in future task orders and look forward to submitting our proposal for design services when the current scope of work is complete.

Consultants to Client team: Volkert is the prime consultant and SCAPE assumes that civil, structural, utility, geotechnical, survey, architecture, coastal, and local community outreach will be provided by Volkert or their subconsultants to support our efforts. We will rely on Volkert to manage the project, schedule, and coordination. We assume our work will be developed in parallel with all other consultants, and we will work under a coordinated effort to ensure a smooth design process.

Subconsultants to SCAPE: SCAPE does not require subconsultants for this scope of work.

Cost Estimating: Cost estimating is not included in SCAPE's scope of services. We will review and comment on cost estimates by others.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Existing/previous planning and design studies for our reference.
- Summary documents from any public outreach or engagement previously completed for the project site.
- Site basemaps, GIS shapefiles, and relevant CAD files for illustrative design purposes.
- Any additional relevant and available technical reports for our reference.

Prior to the project advancing to the design and documentation phases, SCAPE will require a current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD format. We assume the site survey, geotechnical report, and a recent tree assessment/inventory will be provided by Volkert or their subconsultants before commencing future phases of work.

SCOPE OF SERVICES

0 – MOBILIZATION AND KICKOFF – 2 WEEKS

Mobilization: SCAPE will support Volkert and the Client team to schedule meeting cadences, finalize the project schedule, develop a work plan and stakeholder engagement plan, and convene a core project delivery team of City officials. SCAPE will review existing/previous planning and design studies for the Perch Creek Preserve project sites, request and collect data required for the master plan reassessment phase, and identify data gaps to be requested from the Client team.

Project Kickoff Workshop: During this phase, SCAPE and Volkert will co-lead a two-day in-person project kick-off workshop. We assume one day will consist of workshops with City of Mobile departments to review and discuss refinements to the master plan. The second day will include site tours of the three sites and neighborhood tours with the project team and core City team.

Deliverables:

- Data gap analysis
- Project work plan
- Meeting materials for the master plan kickoff workshop

Meetings:

- Virtual project management meetings, up to two (2).
- One (1) two-day in-person project kickoff workshop.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

1 – MASTER PLAN REASSESSMENT – 4 WEEKS

SCAPE will work with Volkert and the core City team to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. While the goals will be aspirational to support the vision, they will also be actionable to inform an implementation pathway. We will support Volkert in planning

connectivity between Perch Creek Preserve properties (Zone 1,2, 3A, 3B), including connections to the Crepe Myrtle Trail and Brookley by the Bay, and incorporate key City initiatives and projects in the planning process. Through the data gap analysis, we will identify up to three (3) existing conditions to review in more detail and develop a series of maps, sections, and diagrams to understand the unique land conditions that will inform our concept design proposal. SCAPE will work iteratively to produce two (2) sketch parti alternatives for the overall Perch Creek Preserve project area using hand sketches, diagrams, and precedent imagery to convey our big ideas for the site. Each alternative will be grounded in both our existing conditions analysis and visioning goals. SCAPE will share these sketch options for review and feedback from the Client in a presentation, where one sketch, or a hybrid of the two, will be selected for inclusion in the master plan addendum.

Deliverables:

- Addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - Updated project statement, requirements, and goals
 - Existing conditions and project precedents
 - One (1) overall project parti sketch

Meetings:

- Weekly virtual design team coordination calls, up to six (6).
- Virtual meetings with the core City team every other week, up to two (2).
- Up to two (2) in-person or virtual stakeholder meetings.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

2 – MASTER PLAN REFINEMENT – 8 WEEKS

Based on the outcomes of 1 – *Master Plan Reassessment*, SCAPE will develop unique concept designs for Zones 1, 2, and 3A within the Perch Creek Preserve project area. We will develop up to two (2) concept design sketch alternatives

for each zone to present to the Client. For each zone, we will facilitate a collaborative process to select one sketch, or a hybrid of the two sketches, to advance to final concept design. We will review and comment on cost estimates for the final concept designs for each zone and support the development of a phasing and implementation plan. SCAPE assumes Volkert will lead the cost estimates and phasing/implementation plan.

Community Workshop: SCAPE will facilitate one community workshop during this phase. We will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of the graphic materials and format for the workshop.

Deliverables:

- Concept design addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - One-page executive summary and image captions
 - One (1) overall project area illustrative plan.
 - Up to three (3) illustrative enlargement plans, one for each zone.
 - Up to four (4) renderings
 - Illustrative sections, diagrams, and precedent imagery to convey design intent

Meetings:

- Weekly virtual design team coordination calls, up to eight (8).
- Virtual meetings with the core City team every other week, up to four (4).
- One (1) half-day in-person workshop with City departments to review the concept design plans.
- Up to two (2) virtual or in-person stakeholder meetings.
- Up to one (1) in-person community workshop

Travel Summary:

- Up to two (2) trips for three (3) SCAPE team members

ASSUMPTIONS/EXCLUSIONS

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design and that our services will extend through the construction observation & installation phase.
2. SCAPE assumes our work will be developed alongside the team's design efforts, and we will be working under a coordinated design effort to ensure a smooth design process.
3. All files will be developed in AutoDesk AutoCAD, Microsoft Word and Excel, and Adobe Illustrator and InDesign, as appropriate. Deliverables will be submitted to the Client in PDF format.
4. SCAPE assumes there will be no LEED calculations or documentation included in the landscape architecture scope of work. We will provide exhibitions or area calculations to others for computation relative to LEED as needed.
5. Land use attorney services is not part of SCAPE's services.
6. Extension of the project schedule beyond the parameters mentioned above or additional meetings and visits beyond what is included in the scope of work above will be considered an additional service.
7. Additional renderings beyond what is included in the scope of work above will be considered an additional service. Additional renders will be charged as \$4,500 rate per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
0 – Mobilization and Kickoff	2 wks	\$10,000	Fixed fee
1 – Master Plan Reassessment	4 wks	\$35,000	Fixed fee
2 – Master Plan Refinement	8 wks	\$115,000	Fixed fee
TOTAL FEE FOR PROFESSIONAL SERVICES	<u>14 wks</u>	<u>\$160,000</u>	<u>Fixed fee</u>

Estimate of Reimbursable Expenses		\$10,000	T/M + NTE
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PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to SCAPE scheduled rates. Please see hourly rates table below. Estimated Not to Exceed (NTE) amounts will not be increased without Client's prior approval.

Monthly: The lump sum fee provided will be divided at an equal monthly rate across the stated duration of the phase. Extension of the schedule beyond the stated duration will be billed at the monthly rate.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials or travel expenses including flights, hotels, mileage, car rental, meals, and incidentals for site visits and in-person meetings. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets or presentation boards shall be done by others. SCAPE will add a 10% mark-up on all reimbursable project expenses. SCAPE assumes any unused expenses will be billed as fee with the final invoice.

Remobilization Fee: This Scope of Services assumes a continuous project schedule. If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Founding Principal	\$350/Hour
Senior Principal	\$300/Hour
Principal	\$275/Hour
Senior Director	\$250/Hour
Director	\$240/Hour
Senior Associate	\$220/Hour
Associate	\$200/Hour
Senior Designer	\$160/Hour
Designer	\$120/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service. This Proposal is Valid for 30 days from date of issue by SCAPE / Landscape Architecture DPC.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services.

SIGNATURE PAGE

SCAPE requires a signed proposal and a Notice-to-Proceed to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

<i>Landscape Architect</i>	Client
SCAPE / LANDSCAPE ARCHITECTURE DPC	Volkert

ALandes

By: Alexis Landes	By: _____
Title: Managing Principal	Title _____
Date: 9/29/2025	Date: _____



ATTACHMENT C – SUBCONSULTANT PROPOSAL (ROME OFFICE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025



Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

09/13/2025

PERCH CREEK PRESERVE: TASK ORDER 1 PROPOSAL – REV 1

Dear Jordan,

Please see the following proposal to provide architectural design support for the master planning of Perch Creek Preserve.

Our understanding of the project, scope of work, and deliverables are detailed in Sections 1 and 2 of this document. The proposal is based on the information included herein and the correspondence between SCAPE and Volkert.

We hereby submit the following preliminary fee proposal and are happy to discuss it with you in more detail at any time. We look forward to assisting you in this project.

Sincerely,



Melissa Rome, AIA, NCARB
Partner, Rome Office

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

1. INITIAL INFORMATION

Project Understanding: The purpose of the architectural scope for Task Order 1 is to support the design team in updating the Master Plan. This scope includes assessing existing structures within the park to determine their potential for reuse, developing a program list for park structures, and preparing conceptual designs for new park structures. The project area encompasses 190.3 acres of waterfront property, including 2.3 miles of shoreline and 2.7 miles of creek frontage.

Timeline: The estimated time for Task 1 is 4 months.

Cost of the Work: Rome Office is not aware of any target budget for the Project.

Consultants: Rome Office (RO) will not retain any subconsultants for Task Order 1.

2. SCOPE OF SERVICES AND DELIVERABLES

0 – Mobilization and Kickoff (2 weeks): Rome Office will support the design team during the initial phase of the project, gathering the information necessary to complete our scope of services. Mobilization and Kickoff services will include:

- Travel and participation in one (1) in-person project kickoff site visit (one day only).
- Up to two (2) virtual project management meetings
- Review of current master plan report
- Visual assessment of two (2) existing structures located within the Ziebach Zone.

1 – Master Plan Reassessment (6 weeks): Rome Office will reassess project needs and develop an architectural program aligned with the requirements and goals of the Perch Creek Master Plan. Services will include:

- Up to three (3) virtual project management meetings
- Develop a program list and requirements for the structures in the Park.
- Adaptive reuse feasibility of the two (2) structures located within the Ziebach Zone.
- Precedent research to help define the architectural strategy, including scale, form, and materiality
- Presentation of program list, existing structure reuse, and precedents to the client

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

2 – Master Plan Refinement (8 weeks): Rome Office will develop conceptual design options for the park structures. Services will include:

- Travel and participate in one (1) in-person city workshop.
- Up to four (4) virtual project management meetings
- Collaboration with SCAPE on the scale and siting of the park structures
- Preparation of two (2) alternative massing and conceptual design studies for a picnic pavilion and a restroom structure that align with program requirements and project goals from the previous phase
- Two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the Park
- Presentation of the conceptual design to the client.
- High-level probable cost range for a typical restroom and picnic pavilion.

Refer to Section 5 of this document for a list of Assumptions and Exclusions for Basic Services.

3. FEE

Basic Architecture Services:

Rome Office estimates a lump sum fee of **\$30,000** to provide the Basic Services as outlined above in Section 1 & 2. Below is the proposed payment schedule:

Payment Schedule	\$
Mobilization and Kickoff	\$3,300
Master Plan Reassessment	\$7,200
Master Plan Refinement	\$19,500
Total	\$30,000

Additional Services:

For any work or services not covered within the Project Description in Section 1 or the Scope of Basic Services described in Section 2, the Architect shall be compensated based on an hourly rate or an agreed upon lump sum.

Category	2025 Hourly Rate
RO Partner	\$200
RO Project Architect	\$175
RO Architect	\$150

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

Reimbursable Expenses:

For Reimbursable expenses such as travel for additional in-person meetings, permitting and other fees required by authorities having jurisdiction, printing and plotting, AIA contract documents and forms, BFE Certificates, additional renderings, and physical models the compensation shall be the expenses incurred by the Architect plus 10% of the expenses incurred.

4. PAYMENT TERMS

Rome Office shall invoice monthly for Services performed, any prior-approved additional services, and any prior-approved reimbursable expenses. Payments shall be due within 15 days of the Prime consultant receiving payment. If the Project is cancelled or stopped for whatever reason, Rome Office shall be paid for services provided up until the notice of cancellation.

5. ASSUMPTIONS AND EXCLUSIONS

- The above fees in Section 3 are valid for 30 days from issuance of this proposal.
- The fees in Section 3 are based on our existing knowledge of the project outlined in Sections 1 and 2 of this proposal. Rome Office reserves the right to adjust the fees in Section 3 should any information in Sections 1 or 2 of this proposal change.
- It is assumed that Rome Office and Volkert will modify and execute a subconsultant agreement prior to proceeding with work.
- The fee proposal assumes a 4-month continuous design schedule. Any pause and restart may require additional fees.
- The fee excludes surveying, geotechnical engineering, & material testing services.
- The fee excludes consultants for Task Order 1.
- The fee excludes cost estimating services beyond what is included in the scope of basic services.
- The proposal assumes Rome Office will be contracted for future design phases/task orders.
- The proposal assumes the Client will provide all necessary information and access required to perform our services, including site access, current valuations of existing structures, and the anticipated budget for new park structures.
- This proposal assumes that the design of park structures will be limited to picnic and restroom facilities. If conceptual design for any other type of structure— including, but not limited to, a multipurpose or recreation building— is required, Rome Office will require an additional fee.



ATTACHMENT D – SUBCONSULTANT PROPOSAL (CYPRESS ENVIRONMENT & INFRASTRUCTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



September 5, 2025

Jordan Stringfellow
Assistant Vice President, Aviation Service Line Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Re: City of Mobile Perch Creek Preserve Design and Engineering Project
Phase I Task - Master Plan Habitat & Shoreline Analysis

Dear Ms. Stringfellow:

As requested, Cypress Environment & Infrastructure (Cypress) hereby submits the enclosed proposal to provide professional services for Phase I of the Perch Creek Preserve Design and Engineering Project. The deliverable of this work will be the Master Plan Habitat and Shoreline Analysis Report, which will be used to reevaluate the Perch Creek Preserve Master Plan and guide future design on the project sites.

Cypress appreciates the opportunity to provide this proposal. If you have any questions or require additional information, please feel free to contact me at chenderson@cypressei.com or 228-596-1580.

Sincerely,
Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

Enclosures:

Proposed Scope of Work (1 Page)
Agreement and Authorization to Proceed form (1 page)

PROPOSED SCOPE OF WORK

Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis

Mobile, Alabama

Scope and Subtasks

- **Subtask 1: Meetings & Site Visit**
 - Includes attendance of up to two (2) Cypress staff at Kickoff Meeting, City Workshops, and other meetings as requested by Volkert.
 - Includes one (1) site visit.
- **Subtask 2: Master Plan Habitat and Shoreline Analysis Report**
 - Report assessing flood risks, habitats, and shorelines across the Perch Creek Preserve, McNally Park, and Ziebach sites.
 - Report to include maps compiled from web resources and up to one (1) site visit.
 - Report to include design considerations to mitigate flood risk, protect wetlands, and stabilize shorelines.

Fees

- **Total Fee: \$20,298.00**
 - Subtask 1: \$7,169.00
 - Subtask 2: \$13,129.00

Deliverables

- Master Plan Habitat and Shoreline Analysis Report

Schedule

- Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Insurance

- Cypress carries \$2,000,000 aggregate in general and professional liability insurance. Cypress will provide a certificate of insurance on request.

AGREEMENT AND AUTHORIZATION TO PROCEED
Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis
Mobile, Alabama

Reporting, Invoicing, and Payment Schedule

Cypress Environment & Infrastructure (hereinafter referred to as Cypress), will invoice monthly based on the percent completion of each task of the project.

Authorization to Proceed

If you are in agreement with the proposed scope of work and payment schedule, please return one signed copy of this agreement to our office (contact information below signatures) and retain the other copy for your records. Upon receipt of authorization to proceed, Cypress will begin work in accordance with the project scope.

This document constitutes a legal contract under the laws of the State of Alabama. The undersigned parties have reviewed this document and agree to the terms of the contract.

Delivery Schedule

Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Cost

Total Project Cost:	\$20,298.00 (fixed fee)
Subtask 1: Meetings & Site Visit	\$7,169.00
Subtask 2: Master Plan Habitat and Shoreline Analysis Report	\$13,129.00

DATE: 09/05/2025

Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

DATE:

Volkert, Inc.

Name:
Title:

Email to: chenderson@cypressei.com

Mail to: 150 Government Street, Suite 1000, Mobile, AL 36602



ATTACHMENT E – SUBCONSULTANT PROPOSAL (LYVVE STRATEGIES)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025





Who we are.

We believe in engagement through culture, commerce and communication. At Lyvve, we amplify that message. We are a communications consultancy that specialize in public affairs, advocacy and digital marketing. Our strength is solutions through storytelling. Our systems and routines activate audiences to do something. Join us as we impact and expand expectations. Together, we will explore innovative ideas that help you grow and scale.

What we do.

Our Services

Digital Marketing

- **Target Messaging**
- **Content Development**
- **Venture Opportunities**
- **Partnership Development**

Public Affairs

- **Media Management**
- **Campaign Development**
- **Project Management**

Advocacy

- **Manage Government Relationships/Engagement**
- **Community Engagement**
- **Issue Management**



Volkert

Project: Perch Creek

One of the best assets of the City of Mobile is its beautiful landscape of wetlands and shorelines. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay.

Through various engagement strategies, we will ensure all stakeholders remain aware and educated. This project will define opportunities to ignite curiosity and expand the expectations of all stakeholders.

Internally, we will grow systems and collective impact. Collectively, we will create the expectations of standards and the culture of engaged-community-led excellence outcomes.



Scope of Work

Lyvve Strategies will perform as your lead management firm for community engagement for the Perch Creek Project. We will assist the City of Mobile as they lead all outreach efforts. At Lyvve, we have more than 50 combined years of experience and will assist in the development and execution of the following tactics to produce top outcomes. We lead. We win.

- Community Engagement Planning
 - Review Past Outreach
 - Set targets
 - Organize systems
 - Reporting
- Meetings
 - Kickoff
 - Large Stakeholder Meeting
 - Small meetings
 - Final Presentations
 - Internal meetings
- Updates
 - Copy writing
 - Emails
 - Newsletters
 - Information for City Comms Dept
 - List Management
 - Partner Engagement
 - Existing
 - New Targets



Terms of Agreement

The client shall pay the consulting agency a fee of \$17850.00 for the agreement of terms. This fee does not include any printed services or collateral. Work performed under this Consulting Agreement shall not include any service performed by Lyvve Strategies pursuant to separate agreement between Lyvve Investment Group, LLC, and the client.

*Payments can be made via electronic deposit or check per Vendor agreement.

Please submit all payments to Lyvve Investment Group

Special Terms and Conditions: Both parties have read and understand the terms outlined above and agree there are no arrangements, verbal or otherwise, made, other than those incorporated into this Agreement. Any amendments must be in writing and signed by both parties. The parties further agree that this Agreement will be governed by the laws of the State of Alabama.

Client retains the right or approval over any and all advertisement or marketing materials which are a part of this Agreement.

Client Signature and Date

President, Lyvve Investment Group
Lyvve Investment Group
Signature and Date

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Implementation - Perch Creek Preserve

CAPITAL PROJECT # C0656 DATE OF RECEIPT 10/14/2025

DEPT. PROJECT # 2021-2045-02

PROJECT DESCRIPTION Perch Creek Parks Design (Ziebach WWTP,

McNally Park, and Perch Creek Preserve)

CONTRACT AMOUNT \$900,000.00

VENDOR NAME Volkert, Inc.

VENDOR NUMBER 227500

DEPT # 2045 DEPT NAME Programs & Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by:  Date 10/30/2025

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY: Volkert, Inc.

PROJECT NAME: Perch Creek Preserve Design and Engineering

PROJECT NO: 2025-2045-08

AMOUNT: \$900,000

Adopted:

City Clerk

Date



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Barry Glisson, Interim Chief - Fire

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

Extend 5-year contract with Evonik Corporation, for City provision of fire & emergency service support, for two additional one-year periods and to add response service billable rates to annual compensation fee paid by Evonik to City.

Amount of Contract:

Revenue to City.

Funding Source

Revenue to Acct 11001100.49301

ATTACHMENTS:

1. 2025 Evonik Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: November 4, 2025
Date

Item No. _____

Submitted by: MFRD
Department

Chief Barry Glisson
Department Head

Sponsored by: Mayor Cheriogotis
Name

Title

Reviewed by: Rob Lasky
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Contract with Evonik Corporation

PURPOSE & SCOPE OF PROJECT:

Extend 5-year contract with Evonik Corporation, for City provision of fire & emergency service support, for two additional one-year periods and to add response service billable rates to annual compensation fee paid by Evonik to City.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: _____

FUNDING SOURCE:

Budget Item: 11001100.49301

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Revenue for City provided service

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Agreement between Evonik Corporation and the City of Mobile, for Fire and Emergency Services extending the term of the existing agreement beyond its current expiration date, to extend the agreement an additional two (2) one-year periods without further approval required by Council, Evonik to pay City for its amended hourly expenses, as outlined in the Agreement amendment attached hereto and made a part hereof as though set forth in full. A copy of said Agreement amendment is on file in the Office of the City Clerk.

ADOPTED:

City Clerk



FIRST AMENDMENT TO THE FIRE AND EMERGENCY SERVICES CONTRACT

THIS FIRST AMENDMENT TO THE FIRE AND EMERGENCY SERVICES CONTRACT ("Amendment") is made and entered into as of the date on which last party executes this agreement (the "First Amendment Effective Date"), by and between Evonik Corporation, a domestic corporation organized and existing under the laws of the State of Alabama (hereinafter "Evonik"), and City of Mobile, a political subdivision of the State of Alabama, (hereinafter referred to as the "City").

RECITALS

WHEREAS, Evonik and City entered into that certain Fire and Emergency Services Contract dated October 21, 2020 (the "Agreement"); and

WHEREAS, Evonik and City wish to amend the Agreement and agree upon certain additional terms as set forth in this First Amendment, and to ratify and adopt all other terms of the agreement as originally agreed upon; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Evonik and City agree as follows:

AMENDMENTS

A. Amendments to the Agreement. The amendments set forth below shall be effective as of the First Amendment Effective Date:

1. Paragraph 1. Paragraph 1 shall be replaced in its entirety and amended with the following:

"This Agreement shall become effective as of the date on November 1, 2020 shall continue in effect for a five (5) year term ("Initial Term"). Upon expiration of the Initial Term, the Agreement shall automatically be renewed for up to two (2) additional one-

year terms. Parties may terminate this contract at their sole discretion, for any reason by providing a written notice of termination 30 days prior to the annual anniversary date. At each annual anniversary of the execution date of the Agreement, the annual compensation fee and the hourly rate charged herein shall increase by three (3) per cent above that of the immediately preceding year.”

2. Paragraph 4. Paragraph 4 shall be replaced in its entirety and amended with the following:

“In addition to the Annual Compensation Fee, Evonik agrees to pay the City for its hourly expenses attributable to responsive emergency actions as specifically established, and itemized in the City of Mobile Municipal Code, Chapter 22, Article 5, Section 22-61 and Section 22-62, effective October 2025 and recreated below:

Engine company	\$300.00/hour
Truck company	400.00/hour
Fireboat	500.00/hour
Incident commander	150.00/hour
Technical rescue unit	400.00/hour
Technical rescue fee	300.00
Incident management fee	300.00

.”

3. Paragraph 12. Paragraph 12 shall be replaced in its entirety and amended with the following:

“On a monthly basis, City shall submit an itemized invoice to Evonik for all City hourly expenses attributable to responsive emergency actions and Evonik agrees to tender payment to City for all such services. Fee for said hourly services is due and payable annually by Evonik on the effective date set out in paragraph one (1) hereinabove and on each renewal date thereafter. Should Evonik dispute any charges, it shall pay the undisputed amount, give notice of the dispute, and the parties agree to negotiate the remaining balance, in good faith. Should Evonik fail to tender prompt payment of any undisputed amount, as specified herein, City, at its option after giving 60 days’ notice to Evonik, may withhold any future services

and may decline to perform any other obligations under the terms of this Agreement, until such time as such payment shall have been received in full.”

4. Paragraph 16: *Paragraph 16 shall be deleted in its entirety and replaced with the following:*

“Any and all notices to be given under the terms of this Agreement may be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service, if served by registered mail, or (c) the following day after being deposited with an overnight courier. In the case of notices to Evonik, such notices shall be delivered may be addressed to the address specified in paragraph 2, hereinabove, to Evonik Corporation, 4201 Evonik Road, Theodore, AL, 36582, Attn: Kel Boisvert, with a copy to Evonik Corporation, 2 Turner Place, Piscataway, New Jersey 08854, Attn: Legal Department. In the case of notices to City, such notices shall be addressed and delivered to City of Mobile Fire and Rescue Department, c/o Chief, EMS Division, 701 St. Francis Street, Mobile, AL, 36602, with a copy to City Attorney, City of Mobile Legal Department, P.O. Box 36633-1827.”

- B. **Effect on the Agreement.** The Agreement shall continue in full force and effect as amended by this Amendment. This First Amendment, together with the Agreement, constitutes the entire agreement of the Parties with respect to the matters set forth herein and there are no other agreements, commitments or understandings among the Parties with respect to the matters set forth herein. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement as previously amended, the provisions of this First Amendment shall govern and control. Each and every other term, condition, covenant, representation, warranty and provision set forth in the Agreement shall remain in full force and effect in accordance with the terms of the Agreement. From and after the date hereof, all references in the Agreement to the “Agreement” shall be deemed to mean the Agreement as amended by this First Amendment.
- C. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

ATTEST:

Date: _____

City Clerk

William S. Stimpson, Mayor

EVONIK CORPORATION

By: _____

Kel Boisvert, Vice President and Site Manager

By: Kel Boisvert VP & Site Manager

[Print Name and Title]

STATE OF ALABAMA)

COUNTY OF MOBILE)

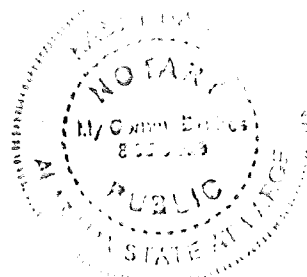
I, the undersigned Notary Public, in and for said City in said State, hereby certify that Kel Boisvert, whose name as Vice President and Site Manager of EVONIK CORPORATION, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer or agent and with full authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 24th day of October, 2025

(SEAL)

Notary Public

My Commission Expires: 8/22/2029





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Environmental Systems Research Institute Inc for online GIS training credits for the GIS Department.

Amount of Contract:

\$31,310.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251028 ESRI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 4 November 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Environmental Systems Research Institute Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Environmental Systems Research Institute Inc for online GIS training credits for the GIS Department.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$31,310.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2982</u>	2025	(5010) GEOGRAPHIC INFORMATION SYSTEMS	31 ONLINE GIS TRAINING CREDITS FOR GIS DEPARTMENT (PROFESSIONAL SERVICES)	\$31,310.00	<u>(5010)</u> <u>ENVIRONMENTAL</u> <u>SYSTEMS</u> <u>RESEARCH</u> <u>INSTITUTE INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00002982-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

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

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

-----	-----
Date Ordered	Vendor Number
10/14/25	050080
Date Required	Ship Via
Terms	Department
	GEOGRAPHIC INFO SYSTEMS
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 TRAINING PER QUOTE #Q-553150			
TRAINING: Esri Training Pass per	31.00	1010.00000	31310.00
Day 31 ESRI ONLINE TRAINING	EACH		
CREDITS. EACH CREDIT IS WORTH ONE			
TRAINING DAY. Customer # 102360			
Quotation #Q-553150			
1 1000.10.23.5010.5010.5000.0000.0000.45060.			31310.00

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

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

[Requisition Link](#)

Requisition Total	31310.00
-------------------	----------

***** General Ledger Summary Section *****
Account
1000.10.23.5010.5010.5000.0000.0000.45060.

Amount Remaining Budget



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Americas, Inc. for replacement flooring for Govt Plaza 5th floor

Amount of Contract:

\$124,517.30

Funding Source

Capital - Govt Plaza Flooring various depts

ATTACHMENTS:

1. 20251022 Wall Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 4 November 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: Scott Collins
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Interface Americas, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Interface Americas, Inc. or replacement flooring for Govt
Plaza 5th floor
Capital - Govt Plaza Flooring various depts

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$124,517.30

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2825</u>	2026	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR GOVT PLAZA 5 TH FLOOR (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$124,517.30	<u>(297858)</u> <u>INTERFACE</u> <u>AMERICAS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
--	--

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

001	AS PER THE SOURCEWELL 061323-IFA AND YOUR QUOTE INTERFACE CARPET TILES B702 COLOR 271804-023 GLASBAC WILL NOT ACCEPT GLASBACRE	1273.74 YARD	44.08000	56146.46
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1	2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			56146.46
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

002	INTERFACE MODULAR RESILIENT FLOORING BRUSHED LINE LVT COLOR A01604 GALENA	834.21 EACH	3.97000	3311.81
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			3311.81

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

003 INTERFACE MODULAR RESILIENT FLOORING CRITTERION CLASSIC WOVENS COLOR C0032 TWINE	866.41 SQ FT	2.60000	2252.67
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			2252.67
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

004 ADHESIVE 2000 PLUS	10.00 EACH	165.45000	1654.50
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			1654.50
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

005 REMOVAL BROADLOOM	1193.00 YARD	4.50000	5368.50
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			5368.50
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Bill To	Requisition 00002825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
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Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	297858				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

006 REMOVAL VCT	1200.00	1.10000	1320.00
	SQ FT		

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	1320.00

Ship To
ARCHITECTURAL ENGINEERING
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MOBILE, AL 36644

Deliver To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
007 REMOVAL OF COVE BASE LABOR ONLY	2301.00	0.72000	1656.72
	LINEARFOOT		
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			1656.72
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
008 DISPOSAL OF CARPET	1193.00	2.88000	3435.84
	YARD		
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			3435.84

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
009 DISPOSAL OF RESILIENT FLOORING	1200.00	0.36000	432.00
	SQ FT		
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			432.00
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

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Bill To	Requisition 00002825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 7
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Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
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5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	297858				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
010 INSTALLATION OF CARPET TILE	1193.00	9.00000	10737.00
	YARD		

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	10737.00

Ship To
ARCHITECTURAL ENGINEERING
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MOBILE, AL 36644

Deliver To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

011 LVT INSTALLATION	1200.00	3.00000	3600.00
	SQUAREYARD		

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	3600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

012 FLOOR PREP MINOR MAT'L AND LABOR	11937.00 SQ FT	0.90000	10743.30
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			10743.30
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
013 COVE BASE SUPPLY & INSTALL 6" BASE	2400.00	4.65000	11160.00
LINEARFOOT			
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			11160.00
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
014 FURINTURE MOVING MEDIUM	1137.00	10.50000	11938.50
YARD			
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			11938.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
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 MOBILE, AL 36644

Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

015 MATERIAL FREIGHT	1.00 EACH	760.00000	760.00
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			760.00
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Ship To
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 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 11
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	124517.30
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F718-001 .CONSTRUCTN.	124517.30	301963.36

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	124517.30	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	10/13/25	CARLEEN STOUT	approved!
Approved	10/13/25	CHAD HOLM	Auto approved by: 910518486
Approved	10/14/25	BRENDA RHODES	
Approved	10/14/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/14/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	10/23/25	SANDRA LEWIS	
Rejected	10/23/25	SANDRA LEWIS	wrong vendor interface should
Queued	10/23/25	CARLEEN STOUT	wrong vendor interface should
Queued	10/23/25	CHAD HOLM	wrong vendor interface should
Pending		BRENDA RHODES	wrong vendor interface should
Pending		TIFFANY HOLLINS	wrong vendor interface should
Pending		RELYA MALLORY	wrong vendor interface should
Pending		DONALD ROSE	wrong vendor interface should
Pending		SANDRA LEWIS	wrong vendor interface should
Pending		STEVEN KRONINGER	wrong vendor interface should

Interface Americas, Inc.

Carbon neutral modular carpet tile, LVT, rubber flooring, and services

#061323-IFA

Maturity Date: 8/9/2027

Sourcewell 
Awarded Contract

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

Products & Services

Sourcewell contract 061323-IFA gives access to the following types of goods and services:

- Carbon neutral modular flooring
- Modular carpet tile
- Luxury vinyl tile (LVT)
- Resilient rubber flooring
- Turnkey project management
- Sustainable high-recycled content flooring
- Variety of QuickShip styles & colors
- Stair treads & wall base
- Flooring adhesives
- Installation services

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[ezIQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Wilkins Miller LLC for annual audit of the Police and Fire Pension Fund.

Amount of Contract:

\$18,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251029 Wilkins Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 4 November 2025 Item No. _____
Date

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

Sponsored by: Spiro N. Cheriogotis Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Wilkins Miller LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Wilkins Miller LLC for annual audit of the Police and Fire Pension Fund.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$18,500.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3683</u>	2026	(2550) POLICE & FIRE PENSION	ANNUAL AUDIT OF POLICE & FIRE PENSION FUND (PROFESSIONAL SERVICES)	\$18,500.00	<u>(236180)</u> <u>WILKINS MILLER</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003683-00 FY 2026 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released
--	--

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Vendor
 WILKINS MILLER LLC
 P O BOX 70047

 MOBILE, AL 36670-1047

 Tel#251-410-6700
 Fax 251-410-6799

Ship To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644
 KATHLYN.SCOTT@CITYOFMOBILE.ORG

Deliver To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/29/25	236180	10/31/25			POLICE & FIRE PENSION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

ENGAGEMENT LETTER AND ORIGINAL CONTRACT # 373 ATTACHED.			
001	ANNUAL AUDIT OF THE POLICE AND FIRE PENSION FOR FY2025	1.00 EACH	18500.00000 18500.00
1	1000.10.90.9000.9000.9000.0000.0000.42200.		18500.00

Ship To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644

Deliver To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	18500.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42200.	18500.00	10482012.89
CITY HALL OVERHEAD EXP		
PROFESSIONAL & TECHNICAL		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003683-00 FY 2026 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released
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Vendor
 WILKINS MILLER LLC
 P O BOX 70047

 MOBILE, AL 36670-1047

 Tel#251-410-6700
 Fax 251-410-6799

Ship To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644
 KATHLYN.SCOTT@CITYOFMOBILE.ORG

Deliver To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/29/25	236180	10/31/25			POLICE & FIRE PENSION

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
Approved	10/29/25 SCOTT PROVINCE	Auto approved by:	910519237	
Approved	10/29/25 DONNA BRYARS			
Approved	10/29/25 ANGELA VRECA	Auto approved by:	910519237	
Approved	10/29/25 PAUL HANEBUTH	Auto approved by:	910519237	
Queued	10/29/25 DONALD ROSE	Auto approved by:	910519237	
Queued	10/29/25 SANDRA LEWIS	Auto approved by:	910519237	
Queued	10/29/25 STEVEN KRONINGER	Auto approved by:	910519237	
Queued	10/29/25 SAMANTHA COOLEY	Auto approved by:	910519237	
Queued	10/29/25 ANNE FOLEY	Auto approved by:	910519237	
Queued	10/29/25 JOHN PAINE	Auto approved by:	910519237	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Spiro Cheriogotis, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

Attached to this cover letter is a Construction Contract between the City of Mobile (City) and InLine, LLC. (Contractor) for the Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, COM Project No. 2025-2045-01, for the amount of \$997,846.91. The scope of work for this project includes furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail. A companion project to this contract, in collaboration with MPD and IT, is the installation of security cameras. This project aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the safety and security plan for the Mobile Greenway Initiative. This project is funded through Capital Funds.

Amount of Contract:

\$997,846.91

Funding Source

C0526

ATTACHMENTS:

1. 1-COVER LETTER_Lighting_2025-2045-01
2. CONTRACT REV_InLine_Lighting JPGD 3MC Seg 1
3. Legal Email approval
4. Capital Cover Sheet
5. 0-RESOLUTION_Lighting_2025-2045-01

REVIEWERS:

Jennifer Greene
Brenda Rhodes
Cherlina Monteiro
James Barber



October 27, 2025

Subject: Construction Contract – Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail

Dea Councilmembers:

Attached to this cover letter is a **Construction Contract** between the City of Mobile (City) and InLine, LLC. (Contractor) for the **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail**, COM Project No. 2025-2045-01, for the amount of **\$997,846.91**. The scope of work for this project includes furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail. A companion project to this contract, in collaboration with MPD and IT, is the installation of security cameras. This project aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the safety and security plan for the Mobile Greenway Initiative. This project is funded through Capital Funds.

We appreciate your continued support and communication on this important project. Please call **Jennifer Greene** with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene', is written over a light blue horizontal line.

Jennifer Greene
Director, Programs and Project Management
Public Works, Engineering and Infrastructure



Project No. 2025-2045-01

**Lighting for Japanese Gardens and Segment 1 of the Three
Mile Creek Greenway Trail**

for

The City of Mobile

July 2025

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Subcontracting Plan, E-Verify Affidavit, and DBE Utilization Report.....	Attachment C
Certifications, Affidavits, & Project Closeout.....	Attachment D
Material Specifications and Drawings.....	Attachment E



ITEM I
ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 PM CT, August 13, 2025 and then publicly opened and read in the Government Plaza, Atrium, Commission Conference Chamber, for constructing:

Project Name: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail
Project No: 2025-2045-01
Project Description: This work shall consist of furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail in the City of Mobile, AL.

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vise versa), wherever appropriate.

Plans and contract documents may be obtained from the office of ***Programs and Project Management*** upon payment of \$ 25.00 by contacting the Project Manager at steve.ogburn@cityofmobile.org or 251.208.7496. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after August 1, 2025 at 12pm CT.

A Mandatory Pre-Bid Conference will be held at Government Plaza, Commission Conference Chamber, Atrium, 205 Government Street, Mobile Alabama 36602, on July 30, 2025 at 10AM CT. Significant items related to the proposed construction will be explained. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company. An optional site walk-through will take place immediately following the pre-bid meeting (meet at Japanese Gardens; 11:30am).

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached (i.e. entire contract document).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award

contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto. In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language (Attachment C).

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project. The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to City Clerk; City of Mobile, Government Plaza, 9th Floor, South Tower, Mobile Alabama 36602; "Bid for completion of Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, City of Mobile Project No. 2025-2045-01, in the City of Mobile, Alabama."

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED



LICENSE NO. 55186

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

INLINE LLC

THEODORE, AL 36582

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

E: ELECTRICAL, HS-S: INTELLIGENT TRANSPORTATION SYSTEMS

until March 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

215935

11th day of April, 2025

Michael B. Tew

SECRETARY TREASURER

Charles A. Verde Jr.

CHAIRMAN

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: **"Bid for completion of Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, City of Mobile Project No. 2025-2045-01"**

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

Conflicts shall be resolved in the following order of precedence: (1) Addenda; (2) Special Provisions; (3) Drawings (figured dimensions govern over scaled); (4) 2022 ALDOT Standard Specifications. The Contractor shall immediately request written clarification for any unresolved discrepancy. Where two or more contract documents address the same subject, the hierarchy set forth above governs without regard to relative cost of alternative methods.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8-27-2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Programs and Project Management Department and the drawings, as well as the premises and the conditions affecting the work to be performed:

Project Name: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail

Project No: 2025-2045-01

Project Description: This work shall consist of furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail in the City of Mobile, AL.

Major work items include: Pedestrian Lighting

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. **The Contractor shall install conductor wires and conduit sized according to the Riser Diagram plan sheet. A newly established power service location is required and is identified in the proposal's plans.** Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to **City of Mobile Programs and Project Management, 2nd Floor, Attn: Steve Ogburn, 205 Government Street, Mobile AL 36602**. In order to receive consideration, the request must be received before 12pm on August 1, 2025. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.



October 1, 2025

Ms. Jennifer Greene
Director, Programs and Project Management
Department of Public Works
City of Mobile
205 Government St
Mobile, AL 36602

Re: 2025-2045-01 Three Mile Creek Greenway Lighting & Japanese Gardens Parking Lot Lighting

Ms. Greene –

Based on our meeting on September 8, 2025, InLine has reviewed the above-referenced project and offers the following proposed revisions:

- **Alternate poles and lights**
 - Concrete poles were specified in the bid
 - A review of alternate materials, aluminum and fiberglass, showed
 - no significant cost savings
 - less durability to damage from landscaping equipment
 - InLine proposes retaining the same poles as required by the bid.
 - See next bullet for lighting alternate
- **Conductor sizing**
 - The required conductor in Addendum #2 was based off a 120V/240V circuit
 - InLine proposes to make the following changes:
 - At the power service panel, incoming power will be stepped-up from 120V/240V to 480V for both the ITS and walkway lighting features
 - All lights have been altered to accept 480V without any reduction in voltage which allows for the wire size to be decreased. See attached cut sheets for review.
 - All ITS cabinets will have to be stepped down from 480V to 120V through use of a transformer and disconnect. However, this will allow for the conductors feeding the ITS cabinets to be reduced

InLine Little Rock
4411 John Harden Dr
Jacksonville, AR 72076

InLine Corporate
600 Lakeshore Parkway
Birmingham, AL 35209

InLine Mobile
5535 Business Parkway
Theodore, AL 36582



- Note: conductor sizing was estimated by InLine based on assumed loads from the cabinets and lighting. InLine is not responsible for verifying these loads and suggests that the EOR review and verify wire sizing.
- **Changing the conduit from a SCH80 to a SCH40**
 - After review, it was determined this change is negligible
- **Decorative Bases**
 - We are still waiting on confirmation from the manufacturer as to whether these are available
- **Foam Filler**
 - Foam can be used to back fill around the light poles, if the city allows the product. Attached is documentation of the foam for review.

Thank you for the opportunity to review and propose revisions to the above-referenced project. Based on these revisions, the price can be reduced to **\$997,846.91**.

Pay Item #	Description	Quan	Unit	Unit Price	Ext Price
210D000	BORROW EXCAVATION (UNDERWATER BACKFILL)	50.000	CYTB	\$ 217.10	\$10,855.00
214B002	FOUNDATION BACKFILL, COMMERCIAL, (57 STONE)	8.000	CY	\$ 694.73	\$5,557.84
600A000	MOBILIZATION	1.000	LS	\$74,832.74	\$74,832.74
620A000	MINOR STRUCTURE CONCRETE	8.000	CY	\$3,304.14	\$26,433.12
652A100	SEEDING (NATIVE SEED MIX)	2.000	ACRE	\$3,288.98	\$6,577.96
650A000	TOPSOIL (4" COMPACTED THICKNESS)	200.000	CY	\$ 92.69	\$18,538.00
654A005	SOLID SODDING (EMERALD ZOYSIA)	200.000	SQYD	\$ 21.12	\$4,224.00
656A010	MULCHING	2.000	ACRE	\$2,852.53	\$5,705.06
665Q002	WATTLE	300.000	LF	\$ 16.09	\$4,827.00
674A000	CONSTRUCTION SAFETY FENCE	500.000	LF	\$ 10.25	\$5,125.00
729I701	CONDUCTOR, 6 AWG (XHHW-2)	22,230.000	LF	\$ 2.26	\$50,239.80
729I702	CONDUCTOR, 4 AWG (XHHW-2)	13,180.000	LF	\$ 3.66	\$48,238.80
729I703	CONDUCTOR, 2 AWG (XHHW-2)	8,420.000	LF	\$ 5.47	\$46,057.40
729J024	ITS CABINET (POLE MOUNT)	15.000	EACH	\$3,845.32	\$57,679.80
729J016	NETWORK HUB CABINET	1.000	EACH	\$17,948.65	\$17,948.65
740B000	CONSTRUCTION SIGNS	50.000	SQFT	\$ 50.04	\$2,502.00
740E000	CONES	50.000	EACH	\$ 50.04	\$2,502.00

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InLine Mobile
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Theodore, AL 36582



Pay Item #	Description	Quan	Unit	Unit Price	Ext Price
750B001	LIGHT POLE (CONCRETE DIRECT BURIAL)	42.000	EACH	\$8,223.83	\$345,400.86
750B002	LED LIGHT FIXTURE WITH MOUNT	42.000	EACH	\$ 856.24	\$35,962.08
750D001	JUNCTION BOX (TYPE 1 JB)	1.000	EACH	\$3,353.11	\$3,353.11
750D002	HAND HOLE (TYPE 2 JB)	22.000	EACH	\$2,159.34	\$47,505.48
750E113(a)	CONDUIT, 1 1/4 INCH, RIGID NM (HDPE SDR 11 FIBER)	3,550.000	LF	\$ 14.54	\$51,617.00
750E113(b)	CONDUIT, 1 1/4 INCH, RIGID NM (SCH 80 POWER)	1,195.000	LF	\$ 16.81	\$20,087.95
750E115	CONDUIT, 2 INCH, RIGID NM (SCH 80 POWER)	1,630.000	LF	\$ 18.23	\$29,714.90
750E116	CONDUIT, 2-1/2 INCH, RIGID NM (SCH 80 POWER)	1,920.000	LF	\$ 17.58	\$33,753.60
750I015	LIGHTING CONTROL CENTER (LCC)	1.000	EACH	\$22,753.46	\$22,753.46
750H005	SERVICE POLE (WOOD)	1.000	EACH	\$19,854.30	\$19,854.30
Grand Total:					\$997,846.91

Should you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Respectfully,

Lee Reach, P.E.
Statewide Manager

InLine Little Rock
4411 John Harden Dr
Jacksonville, AR 72076

InLine Corporate
600 Lakeshore Parkway
Birmingham, AL 35209

InLine Mobile
5535 Business Parkway
Theodore, AL 36582

TOTAL PROJECT BID

Total (All Items Listed in Proposal) 1,235,224.58

Written in words One Million Two Hundred Thirty-Five Thousand Two Hundred Twenty-Four & FIFTY-EIGHT

Number of working days to complete project: 60 days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 5535 Business Parkway Theodore, AL 36582

By INLINC, LLC

Signature of Bidder [Signature] U.P. of Operations
(If a Corporation)

By _____
President

Business
Address _____

Business 5535 Business Parkway
Address Theodore, AL 36582

Business
Address _____

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

ATTEST: [Signature]
Secretary

55186
State License Number



NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

INLINE, LLC

(Partnership, Joint Venture, Corporation or Individual)

By: K. M. U.P. of Operations

(Signature of Officer or Individual, as applicable)

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

27 day of August, 20 25.

[Signature]
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Inline, LLC.

(Name of Contractor)
600 Lakeshore Pkwy Birmingham, AL 35209

(Address)
as Principal, and Fidelity and Deposit Company of Maryland

(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056

(Address)

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

WHEREAS, the said principal is herewith submitting its proposal for Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail,

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

Signed, Sealed and Delivered August 27, 2025 (Date)
Inline, LLC. (Contracting Firm)
Witness as to Principal By: *Michael Bole* (SEAL)
1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056 (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By *Thomas J. Bole*

Thomas J. Bole, Attorney-in-Fact

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of August, 2005.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Grantland RICE, IV, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE, Grace BROWN, Bruce S. DENSON, Joshua PRICE of Birmingham, Alabama**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of July, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 24 day of October, 2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Lee Reach

(Corporate Name) Inline, LLC.

BY: Muel Bour
(Signature)

ITS: Chief Financial Officer
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Statewide Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Thomas J. Bole, Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Grant Simmons, Account Manager
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Inline, LLC.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Fidelity and Deposit Company of Maryland

1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Two Hundred Thirty Five Thousand Two Hundred Twenty Four and 58/100 dollars (\$ 1,235,224.58), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated 2025, entered into a Contract with the Owner for **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, City Project No. 2025-2045-01** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 24 day of October 2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Lee Reach

(Corporate Name) Inline, LLC.

BY: [Signature]
(Signature)

ITS: Chief Financial Officer
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Statewide Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Thomas J. Bole, Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Grant Simmons, Account Manager
(Title)

Corporate Seal

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.
5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

1. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

Comprehensive General Liability Insurance:

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

Automobile Liability Insurance:

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

Excess/Umbrella Liability Insurance:

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

Certificate of Liability Insurance Endorsement Page:

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.
- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site.
Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. OMITTED.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. OMITTED.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
49. OMITTED.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 424A Superpave Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Inline, LLC., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail

Project No: 2025-2045-01

Project Description: This work shall consist of furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail in the City of Mobile, AL.

Major work items include: Pedestrian Lighting

City of Mobile Project Number **2025-2045-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 997,846.91) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:

Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:

Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or appointed assistants.

CITY ENGINEER:

Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or appointed assistants.

CITY PROJECT MANAGER:

Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

The engineering company assigned to perform construction engineering and construction inspection services for this project. The engineering company so assigned to this project will be determined at a later date.

LOCAL PUBLIC AGENCY (LPA):

Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

The City Project Manager and/or CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the

rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

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

DUTIES OF THE CONTRACTOR:

The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the City Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

Both parties to this contract hereby agree that the City Project Manager and/or CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the City Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to

the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the City Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the City Project Manager and/or CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

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

investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the City Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the City Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

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

ESTIMATE:

In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Project Manager and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

The source of funds for payment by City under this contract is Capital Funds. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

NON-DISCRIMINATION REQUIREMENTS:

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to

discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

2. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA")), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

Regulatory Provisions

- g. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- h. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- i. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

Other Provisions

- j. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-1.4(b), 1991).

- k. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

- l. A Member of Congress or a representative of a committee of Congress;
- m. An Inspector General;
- n. The Government Accountability Office;
- o. A Treasury employee responsible for contract or grant oversight or management;
- p. An authorized official of the Department of Justice or other law enforcement agency;
- q. A court or grand jury; and/or
- r. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

RECORDS RETENTION REQUIREMENTS:

The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
- b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
- c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
- d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
- e. Any reports, publications, and data sets from any research conducted under this Award.

If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

As Outlined

Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.
 - a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.
 - b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.
 - c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

2. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
3. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
4. Quantity of materials, price and extension.
5. Freight on materials.
6. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

All Extra Work done by Force Account will be paid for in the following manner:

7. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are

actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.

8. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
9. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
10. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
11. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers'

representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

CONTRACTOR: (IF CORPORATION)

(Print)

BY: *[Signature]*

ITS CHIEF EXECUTIVE OFFICE
Martin Costa

(Print)

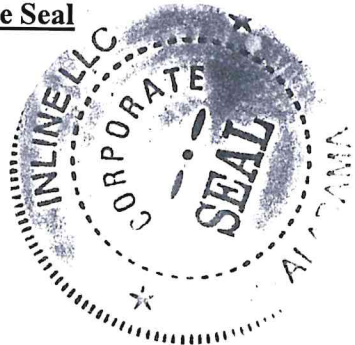
ATTEST: *[Signature]*

ITS VICE PRESIDENT OF OPERATIONS
Kevin McCoy

(Print)
10/27/2025

DATE

Corporate Seal



CITY OF MOBILE

BY: _____
ITS MAYOR

BY: _____
CITY CLERK

(Print)

(Print)

DATE

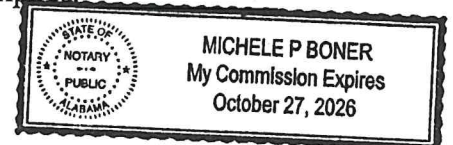
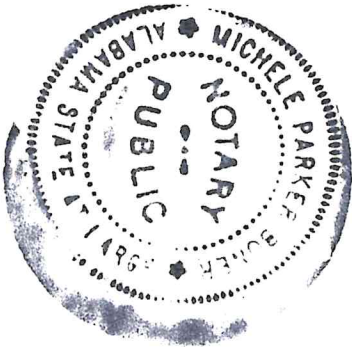
STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that
Martin Costa, whose name is signed to the foregoing instrument in the
capacity of CEO President of Inline LLC and who is known to me
acknowledged before me on this day, that, being informed of the contents of the instrument, he
executed the same voluntarily on the day and date the same bears date.

Given under my hand and notarial seal on this the 27 day of Oct, 2025.

Michele P Boner
NOTARY PUBLIC

My Commission Expires:



ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023

GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time. (Days)

TE = Number of days of time extension. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₁ = Payments for Extra Work paid by Force Account. (Dollars)

AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)

PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "(WP + FA₁) / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when $WP - EW$ is greater than $OC - PBPI_1$.)

Where,

TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)

CT = Original Contract time. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)

EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600 MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

direction of, or with the approval of, the Engineer. The officers shall be employed by and paid by the Contractor.

745.02 Qualifications and Training.

Officers furnished under this Section shall be employees of the law enforcement agency having jurisdiction over the location where they are performing the duties covered by this Section. Officers shall have arrest powers for the location in which they are working and shall wear their complete police uniform while working. Officers shall abide by the Department's GFO 1-5 regarding personal protective equipment.

Officers shall use a publicly owned marked vehicle. The vehicle shall have adequate front and rear lighting with emergency lighting that is visible for at least 500 feet.

Officers shall be trained in accordance with the requirements given in 23 CFR 630 Subpart J. Any course meeting the requirements of 23 CFR 630 Subpart J will be acceptable. A DVD copy of one such course, "Alabama Law Enforcement Agency Construction Zone Safety Training", may be obtained by contacting the Project Manager. Other courses may also be available through the ATSSA (American Traffic Safety Services Association).

Officers shall certify in writing prior to the officer beginning work that they have completed the training. The certification shall read as follows: "I do hereby certify that I have completed training appropriate to the job decisions I am required to make in accordance with the requirements given in 23 CFR 630 Subpart J.". This wording shall be followed by the officer's signature. The Contractor shall provide a copy of this certification to the Project Manager prior to the officer beginning work.

745.03 Duties.

The duties of police officers under this Section shall consist of assisting in the directing of public traffic through construction work zones and the enforcement of traffic laws. This shall be done at such locations and for such periods as deemed necessary and appropriate by the Engineer for the control and protection of vehicular and pedestrian traffic in accordance with the MUTCD.

745.04 Method of Measurement.

The item of Uniformed Police Officer measured for payment will be the number of hours this item was ordered and acceptably performed. The number of hours measured for payment will be the total number of hours for each officer performing work under this item.

745.05 Basis of Payment.

(a) Unit Price Coverage.

The number of hours this item of work was ordered and acceptably performed, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for furnishing all personnel, materials, labor, equipment, tools and incidentals necessary to complete this item of work.

Payment will not be made for an officer for whom the Contractor has not submitted the signed statement certifying that the officer has completed the required training.

(b) Payment will be made under Item No.:

745-A Uniformed Police Officer - per hour

SECTION 750 ROADWAY LIGHTING

750.01 Description.

This work shall consist of furnishing and installing roadway lighting systems, or the modification of roadway lighting.

The structural requirements (design and materials) for roadway lighting are addressed in Section 718.

750.02 Materials.

Materials shall meet the requirements given in Section 889.

Prior to purchasing materials, and within 30 days after the issuance of the "Notice to Proceed", the Contractor shall submit seven copies of a complete descriptive list of all materials (wiring, conduits, boxes, mounting hardware, power control devices, luminaires, luminaire poles, etc.) to the Engineer for

SECTION 891

STRUCTURAL MATERIALS FOR TRAFFIC CONTROL DEVICES AND HIGHWAY LIGHTING

891.01 General.

All materials used in the fabrication of overhead roadway sign, traffic signal, luminaire and traffic surveillance structural supports shall meet the requirements of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2009 Edition* (hereinafter referred to as the AASHTO Sign Specifications). AASHTO material specifications shall govern in lieu of ASTM material specifications when an AASHTO equivalent specification exists for all references within any referenced specification.

891.02 Steel.

(a) General.

All grades of steel listed in the AASHTO *Standard Specifications for Highway Bridges* are applicable for welded structural supports for overhead roadway signs, luminaries, traffic signals and traffic surveillance and shall have a specified yield strength not less than 35 ksi {241 MPa}, unless otherwise specified on the contract plans, or within this Section. The specifications for steels other than ASTM and AASHTO shall be submitted to the Bridge Engineer for approval, prior to design. The contractor shall supply the Bridge Engineer with a copy of the steel specification corresponding to the steel that is being used if the steel is not covered by ASTM or AASHTO specifications.

(b) Fabrication.

Within 30 days after the award of the contract, the Contractor shall notify the Bridge Engineer in writing of the name and address of the fabricator of the structural steel. The notification shall include the fabricator's proposed fabrication schedule. Evidence of the fabricator's qualifications and experience shall be furnished if requested by the Bridge Engineer.

No material shall be fabricated before the Department has been notified where the fabrication order has been placed and the shop drawings have been reviewed and approved for distribution. The Fabricator is responsible for notifying the Bridge Engineer of any fabrication work to be done outside of their facility, the name and address of the outside fabricator, and the proposed fabrication schedule.

The Fabricator of the structures shall give the Bridge Engineer at least 30 days notice by submittal of a BBF-11 Form (Notice of Intent to Begin Fabrication) prior to the beginning of fabrication to allow time for arrangements to be made for an ALDOT inspector to be present during fabrication.

All steel structures shall be fabricated in a plant certified by the American Institute for Steel Construction for "Standard for Bridge and Highway Metal Component Manufactures (CPT)".

Welding of steel members shall be in accordance with the AWS D1.1/D1.1M: 2015 Structural Welding Code—Steel 23rd Edition (hereinafter referred to as the AWS Structural Welding Code). Welders shall be certified in accordance with the AWS Structural Welding Code. All welds shall be visually inspected and be free of cracking and undercutting. High Mast lighting assembly pole to base plate welds shall be magnetic particle or ultrasonically tested. Circumferential butt welds shall not be allowed on overhead roadway sign structure uprights. All circumferential welds on steel poles shall be tested by ultrasonic for wall thickness of 5/16 inch {8 mm} or greater, or radiographic testing for wall thickness less than of 5/16 inch {8 mm}. All requirements of Section 1.4.2 of the AASHTO Sign Specifications shall be observed when welding and testing the poles. The longitudinal weld on the female section of lap splices shall be either one hundred percent full penetration, with quality assurance by ultrasonic inspection per the AWS Structural Welding Code, or shall be reinforced externally to ensure the development the full yield stress of the pole.

The handling and storing of materials, during and after fabrication, shall be done in such a manner that the metal or galvanized finish is not damaged. Material that is damaged may be rejected. Material shall be stored off the ground and properly drained. Loose members and fasteners shall be stored in boxes, crates, kegs or barrels.

Support structures shall be free from sharp edges and irregularities, and any misfits or structural deficiencies. All members must fit together well and make for an easy and quick erection. All components shall be protected from damage during fabrication, handling and transportation to the site. Unless approved by the Engineer, none of the components shall be delivered to the site until such time as the entire structure (less sign faces) can be erected.

(c) Overhead Roadway Sign Structures.

Material for overhead roadway steel sign structures shall be structural carbon steel or structural low alloy steel meeting the requirements of the AASHTO *Specifications for Highway Bridges*, latest edition. Steel pipe shall be in accordance with ASTM A 53, Grade B, Schedule 40 or stronger. Nuts, bolts, and washers used in structural joints shall be in accordance with ASTM A 325 and shall be installed in accordance with Item 508.03(d)6. Nuts and bolts used in non-structural joints shall be in accordance with ASTM A 307. Washers used in non-structural joints shall comply with the requirements of ASTM F 844.

All components of the structure assembly shall be galvanized with zinc after fabrication in accordance with AASHTO M 111 and ASTM B695 Class 50, for fasteners. Hollow sections shall be galvanized on both exterior and interior surfaces. Closed hollow sections shall have appropriate sized galvanizing vent holes at each end of a member. Damage to galvanization or any bare areas developed before or during erection shall be painted with two coats of approved galvanizing coating in accordance with Article 855.15.

A uniform camber, in accordance with Section 9 of the AASHTO Sign Specification, shall be provided for all horizontal members of the sign structure. The minimum camber shall be equal to the dead load deflection + $L/1000$ (L in inches {millimeters}). The maximum permissible camber shall be $L/240$ (L in inches {millimeters}).

1. Facilities for Inspection.

The Contractor/Fabricator shall provide ALDOT with adequate, suitable office facilities and equipment when required for the inspection of materials and workmanship in the fabrication plant. This office shall be conveniently located near the fabrication plant or work site, shall be private and not shared with any other agency and shall be equipped so that it may be locked. It shall be climate controlled, water tight and include necessary office furnishings such as desk/table, chairs and file cabinet. (Telephone is optional).

2. Quality Control and Non-Destructive Testing.

A current written copy of the fabricator's quality control manual, along with a listing of qualifications of personnel qualified to perform inspections and/or non-destructive testing shall be submitted prior to any fabrication work. All nondestructive testing personnel shall meet the requirements set forth in ASNT Standard for Qualification and Certification of Nondestructive Testing Personnel (ANSI/ASNT CP-105-2011). Additionally, current copies of ASNT NDT Level III eye examinations are required.

No materials or members will be accepted by the Bridge Engineer's representative, or partial payments made, until the Department's BBF-1 form, the supporting mill test reports and galvanization certificates for the materials have been furnished and approved by the Department. This information shall be submitted for approval. The BBF-1 form shall be signed by a company official and notarized.

The contractor shall furnish certified copies of mill test reports covering steel materials. These reports shall include chemical determinations and physical characteristics.

The fabrication shop shall have and maintain a master tape, calibrated by the National Institute of Science and Technology. All tapes shall be calibrated with the master tape before being used on the project. Any master tape found damaged or with a certification over two years old shall be replaced or recalibrated.

A Certified Welding Inspector (CWI) shall be present on all shifts where welding is ongoing.

3. Handling, Transportation and Storage of Materials

The handling and storing of materials, during and after fabrication, shall be done in such a manner that the metal or galvanized finish is not damaged. Damaged material may be a cause for rejection. Material shall be stored off the ground and properly drained. Loose members and fasteners shall be stored in boxes, crates, kegs or barrels and kept dry.

4. Workmanship, Finish and Detailing.

All work shall be performed in a neat workmanlike manner.

A buffer and/or shield shall be utilized during fitting operations to protect base metals from damage caused by fitting tools or devices. Any damage incurred may be cause for rejection of the material.

Heat straightening or hot bending is allowable provided the metal is not heated above 1100 °F {590 °C}. The maximum heat applied shall be controlled by the use of heat crayons or other approved means. After straightening or bending, the metal shall not be artificially cooled until the temperature of the metal reaches 600 °F {315 °C} or less. Water or spray misting shall not be used as

a means of artificial cooling. Heat cambering will only be permitted when making minor adjustments to the actual camber in a member.

Steel may be thermal cut, provided a smooth surface is secured by the use of a mechanical guide. Thermal cutting by hand shall be done only when approved. The surface shall be smoothed by planing, chipping or grinding. Other methods of cutting steel may be considered for use.

Sheared edges of plates more than 5/8 inch {16 mm} in thickness shall be planed to a depth of 1/4 inch {6 mm}. Plates 5/8 inch {16 mm} in thickness, or less, shall be ground to remove sharp corners and edges.

Vent holes, if required, shall be cylindrical, without ragged or torn edges or corners. If vent holes are installed with a thermal cutting process, they shall be reamed.

5. Accuracy of Reamed or Drilled Holes.

Reamed or drilled holes shall be cylindrical and perpendicular to the member.

Holes may be punched with a full-size die provided the thickness of the material is not greater than the nominal diameter of the fasteners being used nor greater than 3/4 inch {20 mm} for carbon steel, 5/8 inch {16 mm} for high strength steel, nor 1/2 inch {12 mm} for quenched and tempered alloy steel. Holes shall be clean cut and free of torn or ragged edges. Plug welding of any holes that are too large or slightly off location is prohibited. Completed holes shall be 1/16 inch {1.6 mm} larger than the nominal diameter of the fastener being used.

All holes may be oversized or slotted by 1/32 inch {0.8 mm}, maximum. In any connection, no more than ten percent of all holes may be oversized or slotted 1/16 inch {1.6 mm}.

Edge distances of fasteners shall be as shown below.

The minimum distance from the center of any fastener to a sheared or flame cut edge shall be: 1" Fastener: 1-3/4" {45 mm}; 7/8" Fastener: 1-1/2" {38 mm}; 3/4" Fastener: 1-1/4" {32 mm}; 5/8" Fastener: 1-1/8" {29 mm}.

The minimum distance from the center of any fastener to a rolled or planed edge, except in flanges of beams and channels, shall be: 1" Fastener: 1-1/2" {38 mm}; 7/8" Fastener: 1-1/4" {32 mm}; 3/4" Fastener: 1-1/8" {29 mm}; 5/8" Fastener: 1" {25 mm}.

In the flanges of beams and channels the minimum distance from the center of the fastener to a edge shall be: 1" Fastener: 1-1/4" {32 mm}; 7/8" Fastener: 1-1/8" {29 mm}; 3/4" Fastener: 1" {25 mm}; 5/8" Fastener: 7/8" {22 mm}.

The distance between the edges of adjacent holes that are enlarged or slotted shall not be less than three times the diameter of the fastener minus the nominal diameter of the hole. The edge distance shall not be less than that given for Minimum Edge Distance minus one half the nominal diameter of the hole.

6. Welding.

a. All welding shall be inspected for defects in accordance with the requirements stated herein. Any worker, welder or weld inspector who, in the opinion of the Engineer, produces inferior work, may, under the provision of Article 108.06, be disqualified from performing ALDOT work.

b. All shop welding shall be performed under cover of a permanent structure and/or building capable of protecting the material and welding operation from inclement weather.

c. Intersecting welds, unless shown on the plans or approved shop drawings, are prohibited.

d. Tack welds, not incorporated in the final weld, shall not be used. Cracked tack welds shall be removed and the area of base material examined by MT or PT.

e. Complete penetration, circumferential welded splices, in any component of an upright member is prohibited within overhead sign structures.

f. Undercut is limited to 1/32" {0.8 mm} on secondary members and to 0.01" {0.25 mm} on main members.

g. Excessive arc strikes and/or gouges will be assessed by the ALDOT representative to determine if repairs are required or if the material should be rejected.

h. Carbon arc or thermal cut boundaries and back gouged surfaces for groove welds shall be ground to a smooth, bright surface, before welding.

i. Drying and storage ovens shall be electric and of sufficient size to accommodate a one day supply of electrodes. Drying ovens shall be equipped with a recording thermometer. Storage ovens shall have a visible thermometer.

j. Each welding machine shall have its approved welding procedure posted in a conspicuous area on or near the machine

k. The Contractor shall furnish a written welding procedure specification (WPS) for each process and joint to be used in shop welding. The WPS number shall appear in the tail of the weld symbol on the shop drawings.

l. All shop welds shall be temporarily marked in such a manner that allows identification of the welder.

m. A complete list of qualified welders and copies of the qualification records shall be provided by the fabricator. Welders that do not have satisfactory pre-qualification, may be required to qualify in the presence of an ALDOT representative or a third party Certified Welding Inspector (C.W.I.).

(d) Steel Poles for Traffic Signal, Luminaire and Traffic Surveillance Support Structures.

The shafts shall be fabricated from basic oxygen or open hearth sheet steel, of a single ply, and having only one longitudinal seam weld. Circumferential welded splices may be used, provided none of the spliced pieces, except for the top piece, are less than ten feet in length. All circumferential welds shall be ground flush with the material surfaces. In lieu of circumferential welds, a two piece section, slip joint shaft pole (for poles without horizontal welds) will be permitted when the plans or approved shop drawings require poles longer than the manufactured length capability.

Steel poles shall be anchored with a one piece cast steel anchor base or a welded steel plate anchor base that is of sufficient strength to develop the yield strength of the pole. When the anchor base is attached to the shaft it shall develop the full strength of the shaft section to resist bending action. The base shall be provided with four slotted holes for attachment to the foundation with four anchor bolts. The complete pole assembly shall be hot-dipped galvanized after fabrication in accordance with AASHTO M 111. Each assembly must be completely coated in a single dip. All miscellaneous hardware shall be galvanized per AASHTO M 232. Mill certifications shall be supplied.

891.03 Glass Fiber Reinforced Polymers (GFRP).

GFRP poles shall be heavy duty class, conforming to the American National Standard for Roadway Lighting-Fiber-Reinforced Plastic (FRP) Lighting Pole (ANSI C136.20 - latest edition). GFRP poles shall be manufactured by using a thermosetting polyester resin containing a minimum of 65% fiberglass by weight. The resin shall be ultraviolet resistant and pigmented the same color as the final coating to be applied. The resin shall not contain clay fillers. The pole color shall be uniform throughout the entire wall thickness of the pole. The finish of the pole shall be smooth. A 1-1/2 mil dry film thickness of weather resistant polyurethane shall be coated to the surface of the pole for additional ultra-violet protection.

Direct burial poles shall have a 4 inch by 6 inch {102 mm by 153 mm} hand hole with a non-aluminum cover provided at 18 inches {458 mm} above the ground line. The conductor entrance shall be two each 2 inch by 6 inch {51 mm by 51 mm} entrance holes located 2 feet {610 mm} below the ground line and one hundred and eighty degrees apart.

The poles shall be delivered pre-drilled to accommodate luminaires and lowering devices. Pole top tenons shall be permanently bonded to the shaft and shall be aluminum or hot dipped galvanized steel.

891.04 Aluminum.

Aluminum material shall meet the requirements of the AASHTO Sign Specifications, Section 5.

Welding shall be in accordance with the provisions of Section 5 of the AASHTO Sign Specifications.

The shaft of aluminum poles shall be one piece seamless round tapered tube full length heat-treated after welding on the base flange to produce the T6 temper. The base shall be one-piece cast aluminum. All nuts, bolts and washers used shall be stainless steel Grade 18-8 or stronger, and shall meet the requirements of ASTM F 593. Each pole will have an internal grounding lug. A pole vibration damper shall be provided.

The contractor shall furnish copies of certified mill test reports attesting to the fact that the aluminum material submitted for approval meets the contract requirements. These reports shall include chemical determinations and physical characteristics.

891.05 Prestressed Concrete Poles.

Concrete, reinforcing steel and prestressing steel for prestressed concrete poles shall meet the requirements given in Section 513. The concrete shall have a minimum 28 day compressive strength of 5000 psi {35 MPa} or as shown on the plans.

The prestressed concrete pole manufacturing plant shall follow the applicable requirements in ALDOT-367, Section 2, except that plant certification by the Precast/Prestressed Concrete Institute Plant Certification Program will not be required.

Within 30 days after the award of the contract, the Contractor shall notify the Materials and Tests Engineer in writing of the name and address of the fabricator of the poles.

Fabrication will not be allowed to begin until two weeks after the Materials and Tests Engineer has all of the approved details and submittals that are required for a representative of the Department to adequately inspect the fabrication of the poles. The Contractor shall arrange for a representative of the Department to conduct an inspection of the plant facilities and review the plant's Quality Control/Quality Assurance manual during this two week time period.

891.06 Breakaway Supports.

A Federal Highway Administration approved breakaway support shall be installed on each luminaire assembly when indicated on the plans. The pole shall meet the 1985 AASHTO breakaway requirements and FHWA certification of testing must be submitted. The Contractor shall assure the compatibility of the pole base, breakaway support and foundation.

Transformer bases shall be used only as a replacement of a like item on an existing installation unless specifically shown otherwise on the plans.

891.07 Mast Arms.

Mast arms shall be fabricated from steel tubes (except for aluminum poles, which shall have aluminum mast arms) to the lengths specified on the plans and approved shop drawings. Mast arm shafts shall be of one continuous piece without intermediate splices or couplings, provided with rain-tight connections to the shaft of the pole and designed to rotate three hundred and sixty degrees in the horizontal plane.

A two piece section, slip joint shaft mast arm will be permitted when plans or proposal require mast arms longer than the manufacturer's length capability.

All hardware, except split pole clamps, shall be stainless steel or anodized aluminum. The end of the arm shall be furnished with the type of fitting required by the plans.

All connecting joints for attachments for mast arms, shaft extensions and luminaire arms shall be of the design indicated by plan details or approved by the Engineer and shall develop full strength of the joint.

891.08 Anchor Bolt Assemblies.

Anchor bolt assemblies (anchor bolts, nuts, and washers) shall be in accordance with AASHTO M 314, Grade 36 or Grade 55, except maximum tensile strength on all grades is waived, and capable of transferring the load safely from the structure base plate to the foundation. The exposed end of the anchor bolts shall be threaded (rolled or cut type) and provided with appropriate nuts, including lock nuts and flat washers. The anchor bolts, nuts, and washers shall be hot-dipped galvanized in accordance with AASHTO M 232, however, galvanization of the bolt below 6 inches {152 mm} from the top of the embedment line will not be required. The nuts shall be lubricated with a lubricant containing a visible dye so that a visual check can be made for proper lubrication prior to installation. Special care shall be taken when storing galvanized bolts with a water soluble lubricant.

Anchor bolts for overhead roadway sign structures and high mast lighting assembly poles only, shall meet the requirements provided in AASHTO T 244 for Charpy V-Notch testing. Notch toughness tests on specimens shall be performed in accordance with Test Frequency P (Piece Testing) of AASHTO T 243 with a minimum average value of 15 ft-lb. at 40 °F {20 J at 4.4 °C} and the notch shall be oriented perpendicular to the longitudinal axes of the anchor bolt. In order to meet the Charpy V-Notch impact requirements, the steel may require heat treatment. The Charpy V-Notch testing equipment shall be calibrated once each year using a National Institute of Standards and Technology check sample. Certification of the annual calibration shall be available to the Department when requested.

891.09 Pedestals.

If specified by the plans, pedestals shall be furnished for steel and aluminum poles according to the overall length (including cap and base) shown on the plans. Pedestal shafts shall be a one piece, continuous taper or parallel wall, circular shaft. Steel shafts shall be of not less than 1/8 inch {3 mm} wall thickness and of a size at the top designed to fit a standard 4 inch {102 mm} slip-fitter attachment. Steel shafts shall have a polished or galvanized finish, which shall be protected during storage and shipment by a suitable protective covering. The covering shall remain on the shaft until installation begins. A one piece base shall be provided which, when attached to the shaft, will develop the full strength of the shaft to resist bending action. The base shall be provided with four slotted holes for attachment to the base of the foundation. The anchor bolts shall be recessed and ornamental covers provided. A handhole with cover, approximately 4 inches by 6 inches {102 mm by 153 mm} in dimension,

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022

GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 12, 2022

GASP No. 22-GA0017

EFFECTIVE DATE: February 1, 2023

SUBJECT: Electronic Submittals for Shop Drawings and Working Drawings.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.02 Plans and Drawings.

(b) Shop Drawings.

Subarticle 105.02(b) shall be replaced by the following:

(b) Shop Drawings.

1. Preparation of Drawings

When shown as a contract requirement, the Contractor shall prepare and submit shop drawings for approval. Shop drawings shall be the proposed fabrication details for structural members and components.

Shop drawings for structural steel members and components shall be prepared on 22 inch x 34 inch size plan sheets. Shop drawings for structural members other than structural steel shall be prepared on 22 inch x 34 inch size plan sheets or on 11 inch x 17 inch sheets.

The Contractor shall carefully verify and shall become fully responsible for the correctness of all dimensions other than the principal controlling dimensions shown on the plans. The Contractor shall immediately advise the Engineer of any errors or discrepancies that are found during the preparation of the drawings.

All drawings shall be clear and complete. The signature of the preparer shall be shown on all drawings.

2. Submittal and Review

Shop drawings shall be submitted by the Contractor by either e-mail or physical copy. Shop drawings for structural members and components for bridge structures shall be submitted to the State Bridge Engineer for review and approval. A transmittal letter, in PDF format for e-mail, shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact information including a valid e-mail address (when applicable), the ALDOT project number, county or counties, project description, name and address of the preparer of the shop drawings and details of the shop drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal.

Ten business days shall be allowed for each review of each set of drawings containing five sheets or less and two business days shall be allowed for each sheet of each set of drawings containing more than five sheets. If the review is not completed within the number of days allowed, and the delay is not the fault of the Contractor,

the delay will be considered for an extension of contract time.

a. E-Mail Submittals

Shop drawings shall be submitted to the State Bridge Engineer at BridgeShopDwgs@dot.state.al.us. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the shop drawings shall be submitted by the Contractor to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy Submittals.

Two paper copies of the shop drawings shall be submitted for review. If necessary, one copy of the drawings will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings shall be submitted to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

3. Approval of Drawings

a. E-Mail Submittals.

When the drawings have no further comments, the State Bridge Engineer will electronically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will e-mail a copy of the approved drawings to the Contractor.

b. Physical Copy Submittals.

When the drawings have no further comments, the State Bridge Engineer will physically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will return by mail one complete copy to the Contractor.

4. Revisions after Approval

a. Electronic Mail Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. The revised drawings shall be emailed to the State Bridge Engineer for review and approval and will be subject to the review cycles as noted in item 2A above. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). When the revised drawings have no further comments, the State Bridge Engineer will electronically stamp the revised drawings "Approved, Revised" along with the revision number and current date. The revised drawings will be e-mailed to the Contractor.

b. Physical Copy Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. Two paper copies of the revised shop drawings shall be submitted to the State Bridge Engineer for review and approval and will be subject to the review cycles noted in item 2B above. When the drawings have no further comments, the State Bridge Engineer will physically stamp the revised drawings "Approved, Revised" along with the revision number current date. The revised drawings will be

returned by mail to the Contractor.

5. Responsibility

The approval of drawings will not release the Contractor from being solely and fully responsible for the content and accuracy of the drawings. Extra work that may result from omissions and errors in the shop drawings shall be done without additional compensation.

6. Beginning Fabrication upon Approval

Fabrication shall not begin until the drawings have been approved. There will be no compensation for, or acceptance of structural members and components that are fabricated prior to approval of the drawings.

(c) Working Drawings.

Subarticle 105.02(c) shall be replaced by the following:

(c) Working Drawings.

1. Preparation of Drawings.

The Contractor shall prepare and submit working drawings to supplement the plans. Working drawings shall be prepared to provide a complete illustration of the construction methods and materials proposed for use by the Contractor. Design calculations shall be submitted with the drawings. The signature, seal, and date of signature shall be placed on all details and design calculations by a Professional Engineer that is licensed in the State of Alabama and not employed by the ALDOT.

Working drawings and design calculations shall be submitted for:

1. Cofferdams, sheeting and shoring near a railroad track;
2. Cofferdams where "cofferdam and pumping" is required;
3. Structural steel girder erection plans for continuous span bridges;
4. Temporary bracing to provide stability for bridge girders;
5. Stay-in-place bridge deck forms;
6. Falsework for bridge deck overhangs (portion of deck outside of exterior girders);
7. Falsework for bridge bent caps;
8. Proposed temporary bridges;
9. Temporary steel sheet pile walls;
10. Falsework for the support of the top slab of cast in place concrete culverts;
11. Proposed placement of cranes on bridges;
12. Construction loads on bridges.

Working drawings and design calculations shall be submitted for any other construction process where noted on the plans or shown to be required in these specifications.

The Contractor shall be fully responsible for all of the costs of unacceptable construction work whether or not working drawings and design calculations are submitted for the construction procedures and temporary materials that affect the quality of construction.

2. Submittal.

Working drawings shall be submitted by the Contractor by either e-mail or physical copy to the State Construction Engineer for review and approval. A transmittal letter shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact

information including a valid e-mail address, the ALDOT project number, county or counties, project description, name and address of the preparer of the working drawings and details of the working drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal. The drawings and calculations shall be submitted well in advance of the point in time when the work will be performed.

Working drawings for work on or over the railroad right-of-way must have the approval of the railroad company before the work will be allowed to begin. The Contractor shall make the submittal far enough in advance of the need for the work to begin so that the railroad company will have ample time to review the drawings and design calculations.

a. E-Mail submittals.

Working drawings and calculations shall be submitted to the State Construction Engineer at ConstructionWorkDwgs@dot.state.al.us. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., Falsework for Bridge Deck Overhangs, Stay-in-Place Bridge Deck Forms, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the working drawings shall be submitted by the Contractor to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy submittals.

Two paper copies of the working drawings and calculations shall be submitted to the State Construction Engineer for review. If necessary, a copy of the drawings and calculations will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings and calculations shall be submitted to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

Working drawings and design calculations that have been submitted and distributed to ALDOT construction personnel by the State Construction Engineer may be resubmitted for another project provided all requirements are identical in nature to the previous project. The resubmittal of working drawings and calculations shall be signed, sealed and dated again by the Professional Engineer that originally sealed the drawings. The Professional Engineer shall clearly indicate on the drawings and calculations that the resubmittal is applicable to the new work.

3. Distribution.

The drawings and design calculations will be checked for completeness. The drawings will be distributed to ALDOT construction personnel for inspection of the work. If submitted through electronic mail, the Approval for distribution will be given to the Contractor through electronic PDF by the Engineer, indicated by an electronic stamp. If submitted through physical copies, the Approval for distribution will be given to the Contractor through paper copies by the Engineer, indicated by a physical stamp. The distribution of the drawings will not release the Contractor and the Professional Engineer from being solely and fully responsible for the

accuracy and adequacy of the drawings. Extra work that may result from errors in the working drawings and design calculations shall be done without additional compensation.

4. Beginning Work shown on Working Drawings.

Construction shall not be performed on any item of work for which Working Drawings are required until the Engineer receives the drawings for inspection of the work. There will be no compensation for work that is performed prior to the point in time that ALDOT personnel have the drawings for use in inspecting the construction work.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022

GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815 CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:

a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.

b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.

c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.

d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.

e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.

2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.

3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.

2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023

GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than \$2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023

GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022

GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

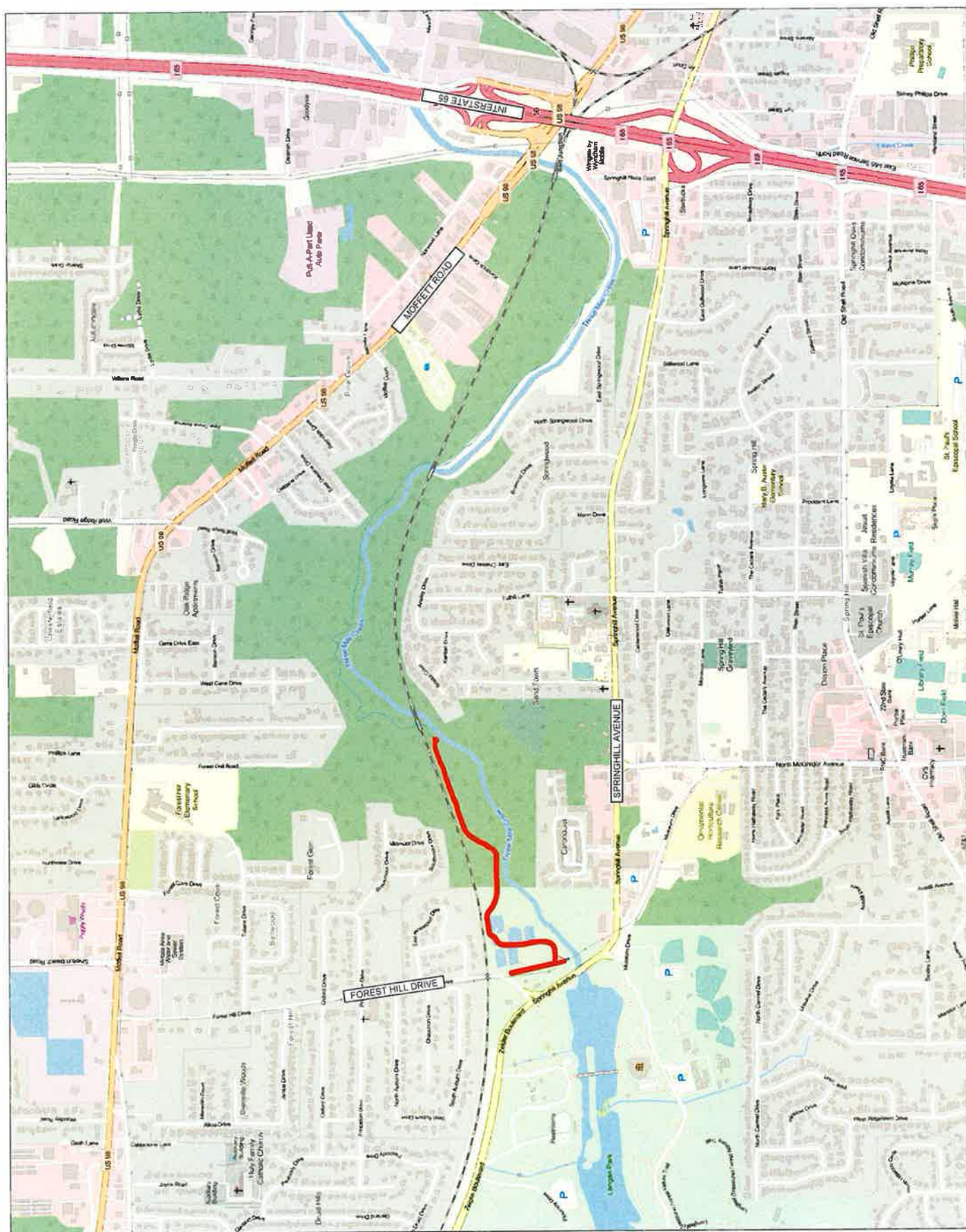
Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 200,000	\$1325	\$2650
200,000	10,000,000	2725	5450
10,000,000	-----	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

ATTACHMENT “A” LOCATION



**ATTACHMENT “B”
CONTRACTOR’S INSURANCE CERTIFICATION**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2025

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

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

PRODUCER Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	CONTACT NAME: Ashleigh Calvert PHONE (A/C, No, Ext): 205-874-1254 E-MAIL ADDRESS: acalvert@cacgroup.com	FAX (A/C, No):
INSURED Inline, LLC 600 Lakeshore Parkway Birmingham AL 35209	License#: 79319 INLLC-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Zurich Insurance Co.		40142
INSURER B : Zurich American Insurance Company		16535
INSURER C : American Guarantee & Liability		26247
INSURER D : Travelers P&C of America		25674
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1375551941**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		GLO653553201	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		BAP653553301	2/22/2025	2/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS498298701	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC653553001	2/22/2025	2/22/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented / Leased Equipment Temporary Storage			QT6305X35376ATIL25	2/22/2025	2/22/2026	Limit Per Occurrence \$250,000 Storage per location \$250,000

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

Certificate holder shall be additional insured as respects General Liability, Auto Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of certificate holder as respects to General Liability, Auto Liability, Umbrella Liability and Work Comp as required by written contract. General Liability, Auto Liability, Umbrella Liability coverage shall apply on a primary and non-contributory basis where required by written contract. Excess liability is follow form of underlying coverages subject to policy terms and conditions. 30 days notice of cancellation applies per policy terms and conditions
RE: Project: Japanese Garden

City of Mobile is included as an Additional Insured as respects to General Liability and Auto Liability, on a primary and non-contributory basis, as required by See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Cobbs, Allen & Hall, Inc.		NAMED INSURED Inline, LLC 600 Lakeshore Parkway Birmingham AL 35209
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

written contract. Excess/Umbrella follows form.

Waiver of Subrogation applies in favor of City of Mobile as respects to General Liability, Auto Liability and Workers Compensation as required by written contract.
Excess/Umbrellas follows form.

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 6535533 - 00

Effective Date: 02/22/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:
- We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:
- (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6535532 - 00

Effective Date: 02/22/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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



Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 6535532 - 00	02/22/2024	02/22/2025	02/22/2024	38232000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/22/2024	Policy No.	WC 6535530 - 00	Endorsement No.
Insured	InLine LLC			Premium \$
Insurance Company	Zurich American Insurance Company	Countersigned by		

ATTACHMENT “C”

DBE UTILIZATION REPORT, SUBCONTRACTING PLAN and E-VERIFY



Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” **Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



FORM 1: Background and Plan

Section I. Information about your company

Company	InLine, LLC
Address	5535 Business Parkway Theodore, AL 36582
Telephone	888-446-5463
E-Mail	LREACH@INLINE.COM

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>31</u> Female <u>6</u> Minority <u>9</u> Non-minority <u>37</u> SDVO <u> </u> Total number of Employees <u>46</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Lee Reach

Signature:  Date: 08/27/2025

Title: Statewide Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Michele Boner Title: CFO

Email: MBONER@INLINE.COM Phone: 205-283-6401



FORM 1: Background and Plan (Cont'd)

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

Please Print Company InLine, LLC Your Bid/Proposal Amount \$ 1,235,224.58 Date: 08/27/2025
Description 2025-2045-01 Name of Bidder/Proposer: Lee Reach

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Balthazar Elektriks	504-891-5504	Material Supplier	\$185,284	15.00	Yes	
Hughes Plumbing & Utilities	251-476-5002	Material Supplier	\$7,033	0.57	Yes	
LYK Grassing	334-482-1340	Erosion Control Subcontractor	\$19,249	1.56	Yes	
Crawford Electrical Supply	228-209-4943	Material Supplier	\$244,060	19.76	No	
Intelligent Transportation Services	407-492-6664	Material Supplier	\$39,086	3.17	No	



Form 2: Good Faith Effort Documentation

Name of Bidder: InLine, LLC

Contact Person: Lee Reach Phone: 251-510-4413 Email: LREACH@INLINE.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	XXX	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
XXX		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
XXX		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
XXX		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
XXX		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	XXX	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	XXX	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



XXX		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
XXX		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	XXX	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form
DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO
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DESCRIPTION:	Estimated Completion Date:
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This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____
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Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ / ____ / ____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Kevin McCoy (affiant) who, being duly sworn says as follows:

Vice-President of Operations at InLine, LLC

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

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

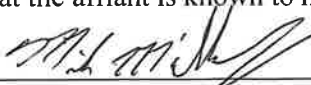
I further attest that said InLine, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1575372.



Vice-President of Operations at InLine, LLC

Sworn to and subscribed before me this the 27 day of August, 2025.

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



Signature and Seal of Notary Public



Company ID Number: 1575372



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and InLine, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer InLine, LLC	
Name (Please Type or Print) Boner Michele	Title
Signature Electronically Signed	Date 08/10/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/10/2020



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	InLine, LLC
Company Facility Address	600 Lakeshore Pkwy Birmingham, AL 35209
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	843986656
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
AR	1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Michele Boner
Phone Number	2052788134
Fax	2059411934
Email	mboner@intrafficluc.com

Name	Boner Michele
Phone Number	2052788134
Fax	2059411934
Email	michele@inline.com



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This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2025-2045-01
Lighting for Japanese Gardens and Segment 1 of the
Three Mile Creek Greenway Trail

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____

THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2021.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
 CITY PROJECT NO. 2025-2045-01
 Lighting for Japanese Gardens and Segment 1 of the
 Three Mile Creek Greenway Trail

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 2021.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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

Attachment "E"

Material Specifications and Drawings

ODEN LED Specifications



Project Name:

Catalog Number: ODN1-L-T2-48LC-5-4K-5-UAM-FINISH-H1-C6

Type:

With six interchangeable caps and spun shade styles, the **Oden - LED** offers architects, designers and engineers endless possibilities for a custom fixture to fit their unique application.

The **Oden - LED Array**'s high-quality, durable construction makes it an ideal fixture for any application.

Ordering Information

MODEL	OPTICS	LEDs	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	CAP/SHADE	OPTIONS	OPTIONS
ODN-1-L	T1 Type 1	16LC	3 350mA	3K 3000K	UNV 120-277V	YM Yoke Mount *Slips over 3" ØD tenon * 4" tall with special threaded mounting plate.	BZ Bronze	C1	PC-120	DIM 0-10v Dimming Driver
	T2 Type 2	32LC	5 530mA	4K 4000K	8 347V		WB Weathered Brown	C2	PC-208	
	T3 Type 3	48LC	7 700mA	5K 5000K	5 480V		BK Black	C3	PC-240	
ODN-2-L	T4 Type 4	48LC				UAM Arm Mount *Decorative arm not included	SBK Smooth Black	C4	PC-277	VWC Visionaire Wireless Controls *Consult Factory
	T5 Type 5	64LC					WH White	C5	WSC-8	
	T5W Type 5 Wide	80LC					SWH Smooth White	C6	WSC-20	IR-R Illuminated Rings Red
ODN-3-L	T5WR Type 5 Wide Round	96LC				See decorative arm section for arm mount options ODN uses small arm. ODN-2 & ODN-3 uses large arm	GP Graphite	H1	Motion Sensor 9-20' Mounting Height	IR-B Illuminated Rings Blue
		96LC					GY Grey	H2		
		128LC					SL Silver Metallic	H3	WSC-40	IR-G Illuminated Rings Green
							FG Forest Green	H4	Motion Sensor 21-40' Mounting Height *The WSC option will require (1) FSIR 100 remote for programming	CLS Cutoff Louver Shield
							VD Verdigris	H5		
							CC Custom Color	H6		

Features & Specifications

ODEN

Housing

- High-quality, one-piece spun aluminum shade and durable cast aluminum top cap; available in three housing sizes.
- All external hardware is stainless steel.
- One-piece spun aluminum removable door assembly..

Thermal Management

- The Oden - LED provides excellent overall thermal management by maximizing the efficiency of the heat sink in the fixture. This enables the Oden - LED to withstand higher ambient temperatures and higher drive currents without degrading LED life.

Optical System

- The highest lumen output LEDs are utilized. Estimated life of the LEDs is 100,000+ hours. Available with 6 IES distribution patterns. Available with up to 96 LED. The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution for neighborhood-friendly lighting.
- CRI values are 70

Quali-Guard® Finish

- Fixture components are chemically pretreated through a multiple-stage washer and finished with an electrostatically-applied, thermoset polyester powder coat textured paint with a 3 to 5 mils thickness. Finish is oven-baked at 400 °F for maximum adherence and finish hardness.
- Available in standard and custom colors.

Mounting

- The Oden - LED Array mounts to a wide selection of decorative and custom Visionaire mounting arms. Visionaire decorative mounting arm required. See Visionaire Mounting Arms section of the catalog.
- Oden 1 requires small decorative arm
- Oden 2 & Oden 3 requires large decorative arm

Electrical Assembly

- The Oden - LED is supplied with a high-performance LED driver, located in its cap, that accepts 120 V thru 277 V, and 480 V, 50 Hz to 60 Hz input. Power factor is 90%.
- Rated for -40 of operation.
- 10 kV surge protector supplied as standard.

Warranty

- Five (5) year Limited Warranty on entire system, including finish. For full warranty information, please visit www.visionairelighting.com.

Options

- Button type photocell
- Watt Stopper FSP-211
- 0-10 V dimming driver
- Wireless Controls
- Illuminated Rings
- Cutoff louver system

Listings

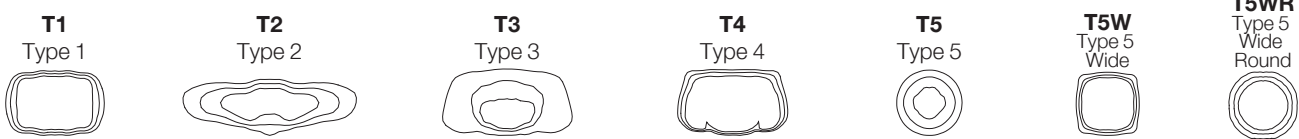
- Oden is cUL listed, suitable for wet locations.
- IP65 Rated
- IDA Certification
- LM79
- LM80
- Powder Coated Tough™



3000K must be selected for IDA certification.
Fixed mount must be selected for IDA dark sky certification.

ODEN LED Specifications

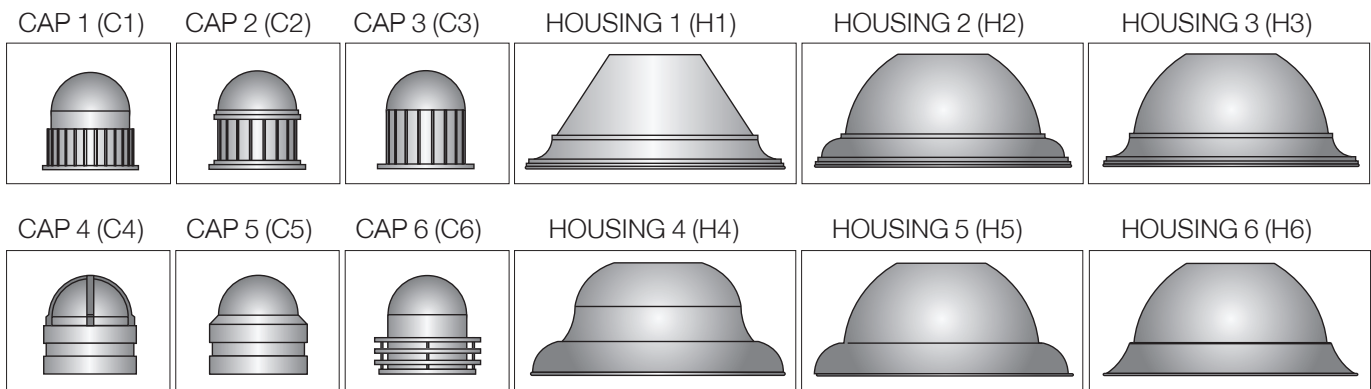
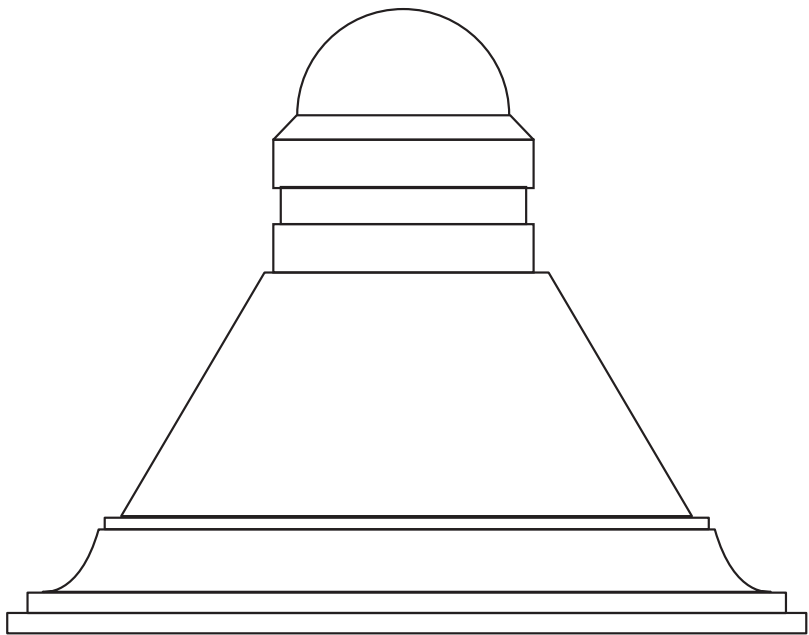
Photometric Optical Summary



EPA Data	Fixture	Fixture Only	Fixture with VA110-S1	2 Fixtures with VA110-D2	Fixture with VA107-S1	2 Fixtures with VA107-D2
	ODN-1	1.2	2.2	4.1	3.5	5.6
	ODN-2	2.6	3.6	6.6	4.9	8.3
	ODN-3	3.5	4.5	8.6	5.8	9.8

Dimensions

Size 1		Size 2		Size 3	
Width:	ODN-1 20"	Width:	ODN-2 25"	Width:	ODN-3 30"
Height:	ODN-1 19.5"	Height:	ODN-2 22.5"	Height:	ODN-3 24"
Weight:	40 LBS	Weight:	53 LBS	Weight:	74 LBS



ODEN DATA																																	
	# LEDs	mA	Type 1	B	U	G	LPW	Type 2	B	U	G	LPW	Type 3	B	U	G	LPW	Type 4	B	U	G	LPW	Type 5	B	U	G	LPW	Type 5W	B	U	G	LPW	Watts
ODN-1	16	350	2561	1	0	1	142	2399	1	0	1	133	2443	1	0	1	136	2288	1	0	1	127	2568	1	0	1	143	2486	2	0	1	138	18
		530	3665	2	0	2	134	3433	1	0	1	126	3496	1	0	1	128	3275	1	0	1	120	3675	2	0	1	134	3558	2	0	1	130	27
		700	4572	2	0	2	124	4283	1	0	2	116	4361	1	0	1	118	4085	1	0	1	110	4585	2	0	1	124	4438	2	0	1	120	37
	32	350	4875	2	0	2	135	4566	1	0	2	127	4649	1	0	1	129	4355	1	0	1	121	4888	2	0	1	136	4732	3	0	1	131	36
		530	7225	3	0	3	132	6767	2	0	2	124	6891	1	0	1	126	6455	1	0	2	118	7245	3	0	1	133	7013	3	0	1	128	55
		700	9013	3	0	3	129	8442	2	0	2	121	8596	1	0	2	123	8053	2	0	2	115	9037	3	0	1	129	8748	3	0	2	125	70
	48	350	7701	3	0	3	144	7213	2	0	2	135	7345	1	0	1	137	6880	1	0	2	129	7722	3	0	1	144	7474	3	0	1	140	54
		530	11414	3	0	3	139	10690	2	0	3	130	10886	2	0	2	133	10198	2	0	2	124	11445	3	0	1	140	11078	3	0	2	135	82
		700	14237	3	0	3	133	13335	3	0	3	125	13580	2	0	2	127	12721	2	0	2	119	14276	3	0	2	133	13819	4	0	2	129	107
ODN-2	48	350	7701	3	0	3	144	7213	2	0	2	135	7345	1	0	1	137	6880	1	0	2	129	7722	3	0	1	144	7474	3	0	1	140	54
		530	11414	3	0	3	139	10690	2	0	3	130	10886	2	0	2	133	10198	2	0	2	124	11445	3	0	1	140	11078	3	0	2	135	82
		700	14237	3	0	3	133	13335	3	0	3	125	13580	2	0	2	127	12721	2	0	2	119	14276	3	0	2	133	13819	4	0	2	129	107
	64	350	10058	3	0	3	140	9421	2	0	3	131	9593	2	0	2	133	8986	2	0	2	125	10085	3	0	1	140	9763	3	0	2	136	72
		530	14224	3	0	3	135	13323	3	0	3	127	13567	2	0	2	129	12709	2	0	2	121	14263	3	0	2	136	13807	4	0	2	131	105
		700	17919	4	0	4	128	16784	3	0	3	120	17091	2	0	2	122	16011	3	0	3	114	17969	4	0	2	128	17393	4	0	2	124	140
	80	350	12294	3	0	3	138	11515	3	0	3	129	11726	2	0	2	132	10984	2	0	2	123	12328	3	0	2	139	11933	4	0	2	134	89
		530	17187	3	0	3	132	16098	3	0	3	124	16393	2	0	2	126	15356	3	0	3	118	17234	4	0	2	133	16683	4	0	2	128	130
		700	21635	4	0	4	122	20265	3	0	4	114	20636	3	0	3	117	19331	3	0	3	109	21695	4	0	2	123	21000	4	0	2	119	177
	96	350	14832	3	0	3	136	13892	3	0	3	127	14146	2	0	2	130	13252	2	0	2	122	14872	3	0	2	136	14396	4	0	2	132	109
		530	21334	4	0	4	133	19982	3	0	3	125	20348	3	0	3	127	19061	3	0	3	119	21392	4	0	2	134	20707	4	0	2	129	160
		700	26644	4	0	4	127	24956	3	0	4	119	25412	3	0	3	121	23805	3	0	3	113	26717	4	0	2	127	25861	5	0	3	123	210
ODN-3	96	350	14832	3	0	3	136	13892	3	0	3	127	14146	2	0	2	130	13252	2	0	2	122	14872	3	0	2	136	14396	4	0	2	132	109
		530	21334	4	0	4	133	19982	3	0	3	125	20348	3	0	3	127	19061	3	0	3	119	21392	4	0	2	134	20707	4	0	2	129	160
		700	26644	4	0	4	127	24956	3	0	4	119	25412	3	0	3	121	23805	3	0	3	113	26717	4	0	2	127	25861	5	0	3	123	210
	128	350	18258	4	0	4	127	17101	3	0	3	119	17415	2	0	2	121	16313	3	0	3	113	18308	4	0	2	127	17722	4	0	2	123	144
		530	25821	4	0	4	123	24186	3	0	4	115	24628	3	0	3	117	23071	3	0	3	110	25892	4	0	2	123	25063	5	0	3	119	210
	700	32530	5	0	4	119	30469	4	0	5	111	31026	3	0	4	113	29064	3	0	4	106	29064	5	0	3	119	31837	5	0	3	115	274	
Visit www.VisionaireLighting.com for up-to-the-minute chart information, including types not listed here. *Multiply 4K values by 0.96 5K / 0.95 3K																																	

Visit www.VisionaireLighting.com for up-to-the-minute chart information, including types not listed here. *Multiply 4K values by 0.96 5K / 0.95 3K

ODEN LED Specifications

ODEN CLS - 3K LUMEN DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	1776	1664	1694	1587	1781	1724	1738	18
		530	2542	2381	2425	2271	2549	2467	2488	27
		700	3171	2970	3024	2833	3180	3078	3103	37
ODN-1-L	32	350	3381	3166	3224	3020	3390	3281	3308	36
		530	5011	4693	4779	4477	5024	4864	4904	55
		700	6250	5854	5962	5585	6267	6067	6117	70
ODN-1-L	48	350	5340	5002	5094	4771	5355	5184	5227	54
		530	7915	7414	7550	7072	7937	7683	7747	82
		700	9874	9248	9417	8822	9901	9584	9664	107
ODN-2-L	48	350	5340	5002	5094	4771	5355	5184	5227	54
		530	7915	7414	7550	7072	7937	7683	7747	82
		700	9874	9248	9417	8822	9901	9584	9664	107
ODN-2-L	64	350	6975	6533	6653	6232	6994	6770	6827	72
		530	9864	9240	9409	8814	9891	9575	9654	105
		700	12427	11640	11853	11103	12461	12062	12163	140
ODN-2-L	80	350	8526	7986	8132	7618	8549	8276	8345	89
		530	11919	11164	11369	10650	11952	11569	11666	130
		700	15004	14054	14311	13406	15045	14564	14685	177
ODN-2-L	96	350	10286	9634	9810	9190	10314	9984	10067	109
		530	14795	13858	14111	13219	14835	14361	14480	160
		700	18477	17307	17624	16509	18528	17935	18084	210
ODN-3-L	96	350	10286	9634	9810	9190	10314	9984	10067	109
		530	14795	13858	14111	13219	14835	14361	14480	160
		700	18477	17307	17624	16509	18528	17935	18084	210
ODN-3-L	128	350	12662	11860	12077	11313	12697	12290	12392	144
		530	17907	16773	17080	16000	17956	17381	17526	210
		700	22559	21130	21517	20156	22621	21897	22080	274
ODEN CLS - 4K LUMEN DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	1870	1751	1783	1671	1875	1815	1830	18
		530	2676	2506	2552	2391	2683	2597	2619	27
		700	3338	3126	3184	2982	3347	3240	3267	37
ODN-1-L	32	350	3559	3333	3394	3179	3568	3454	3483	36
		530	5274	4940	5031	4712	5289	5120	5162	55
		700	6579	6162	6275	5878	6597	6386	6439	70
ODN-1-L	48	350	5621	5265	5362	5023	5637	5456	5502	54
		530	8332	7804	7947	7444	8355	8087	8155	82
		700	10393	9735	9913	9286	10422	10088	10172	107
ODN-2-L	48	350	5621	5265	5362	5023	5637	5456	5502	54
		530	8332	7804	7947	7444	8355	8087	8155	82
		700	10393	9735	9913	9286	10422	10088	10172	107
ODN-2-L	64	350	7342	6877	7003	6560	7362	7127	7186	72
		530	10384	9726	9904	9277	10412	10079	10163	105
		700	13081	12252	12477	11688	13117	12697	12803	140
ODN-2-L	80	350	8975	8406	8560	8019	8999	8711	8784	89
		530	12547	11752	11967	11210	12581	12178	12280	130
		700	15794	14793	15064	14111	15837	15330	15458	177
ODN-2-L	96	350	10827	10141	10327	9674	10857	10509	10597	109
		530	15574	14587	14854	13915	15616	15116	15242	160
		700	19450	18218	18551	17378	19503	18879	19036	210
ODN-3-L	96	350	10827	10141	10327	9674	10857	10509	10597	109
		530	15574	14587	14854	13915	15616	15116	15242	160
		700	19450	18218	18551	17378	19503	18879	19036	210
ODN-3-L	128	350	13328	12484	12713	11909	13365	12937	13045	144
		530	18850	17655	17979	16842	18901	18296	18449	210
		700	23747	22242	22649	21217	23812	23049	23241	274

ODEN CLS - 5K LUMEN DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	1794	1680	1711	1603	1799	1742	1743	18
		530	2567	2405	2449	2294	2575	2492	2494	27
		700	3203	3000	3055	2862	3212	3109	3111	37
ODN-1-L	32	350	3415	3198	3257	3051	3424	3314	3317	36
		530	5061	4741	4827	4522	5075	4913	4917	55
		700	6314	5914	6022	5641	6331	6128	6133	70
ODN-1-L	48	350	5394	5052	5145	4819	5409	5236	5240	54
		530	7995	7489	7626	7144	8017	7761	7766	82
		700	9973	9342	9513	8911	10001	9681	9688	107
ODN-2-L	48	350	5394	5052	5145	4819	5409	5236	5240	54
		530	7995	7489	7626	7144	8017	7761	7766	82
		700	9973	9342	9513	8911	10001	9681	9688	107
ODN-2-L	64	350	7045	6599	6720	6295	7065	6839	6844	72
		530	9964	9333	9504	8902	9992	9672	9679	105
		700	12552	11757	11973	11216	12587	12184	12193	140
ODN-2-L	80	350	8612	8067	8214	7695	8636	8359	8366	89
		530	12040	11277	11484	10757	12073	11687	11695	130
		700	15156	14196	14455	13541	15197	14711	14722	177
ODN-2-L	96	350	10389	9732	9910	9283	10418	10084	10092	109
		530	14945	13998	14254	13352	14985	14506	14517	160
		700	18664	17481	17802	17227	18715	18116	18130	210
ODN-3-L	96	350	10389	9732	9910	9283	10418	10084	10092	109
		530	14945	13998	14254	13352	14985	14506	14517	160
		700	18664	17481	17802	17227	18715	18116	18130	210
ODN-3-L	128	350	12790	11980	12199	11427	12825	12414	12424	144
		530	18088	16942	17252	16161	18138	17557	17570	210
		700	22787	21344	21734	20360	22850	22118	22134	274

ODEN LED Specifications

ODEN CLS - 3K LUMEN PER WATT DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	99	92	94	88	99	96	97	18
		530	93	87	89	83	93	90	91	27
		700	86	80	82	77	86	83	84	37
ODN-1-L	32	350	94	88	90	84	94	91	92	36
		530	92	86	87	82	92	89	90	55
		700	89	84	85	80	90	87	87	70
ODN-1-L	48	350	100	93	95	89	100	97	98	54
		530	97	90	92	86	97	94	94	82
		700	92	86	88	82	93	90	90	107
ODN-2-L	48	350	100	93	95	89	100	97	98	54
		530	97	90	92	86	97	94	94	82
		700	92	86	88	82	93	90	90	107
ODN-2-L	64	350	97	91	92	87	97	94	95	72
		530	94	88	90	84	94	91	92	105
		700	89	83	85	79	89	86	87	140
ODN-2-L	80	350	96	90	91	86	96	93	94	89
		530	92	86	87	82	92	89	90	130
		700	85	79	81	76	85	82	83	177
ODN-2-L	96	350	94	88	90	84	95	92	92	109
		530	92	87	88	83	93	90	91	160
		700	88	82	84	79	88	85	86	210
ODN-3-L	96	350	94	88	90	84	95	92	92	109
		530	92	87	88	83	93	90	91	160
		700	88	82	84	79	88	85	86	210
ODN-3-L	128	350	88	82	84	79	88	85	86	144
		530	85	80	81	76	86	83	83	210
		700	82	77	79	74	83	80	81	274
ODEN CLS - 4K LUMEN PER WATT DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	104	97	99	93	104	101	102	18
		530	98	92	93	87	98	95	96	27
		700	90	84	86	81	90	88	88	37
ODN-1-L	32	350	99	93	94	88	99	96	97	36
		530	96	90	92	86	97	94	94	55
		700	94	88	90	84	94	91	92	70
ODN-1-L	48	350	105	98	100	94	105	102	103	54
		530	102	95	97	91	102	99	99	82
		700	97	91	93	87	97	94	95	107
ODN-2-L	48	350	105	98	100	94	105	102	103	54
		530	102	95	97	91	102	99	99	82
		700	97	91	93	87	97	94	95	107
ODN-2-L	64	350	102	96	97	91	102	99	100	72
		530	99	93	94	88	99	96	97	105
		700	93	88	89	83	94	91	91	140
ODN-2-L	80	350	101	94	96	90	101	98	99	89
		530	97	90	92	86	97	94	94	130
		700	89	84	85	80	89	87	87	177
ODN-2-L	96	350	99	93	95	89	100	96	97	109
		530	97	91	93	87	98	94	95	160
		700	93	87	88	83	93	90	91	210
ODN-3-L	96	350	99	93	95	89	100	96	97	109
		530	97	91	93	87	98	94	95	160
		700	93	87	88	83	93	90	91	210
ODN-3-L	128	350	93	87	88	83	93	90	91	144
		530	90	84	86	80	90	87	88	210
		700	87	81	83	77	87	84	85	274

ODEN CLS - 5K LUMEN PER WATT DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	100	93	95	89	100	97	97	18
		530	94	88	90	84	94	91	91	27
		700	87	81	83	77	87	84	84	37
ODN-1-L	32	350	95	89	90	85	95	92	92	36
		530	93	87	88	83	93	90	90	55
		700	90	84	86	81	90	88	88	70
ODN-1-L	48	350	101	94	96	90	101	98	98	54
		530	97	91	93	87	98	95	95	82
		700	93	87	89	83	93	90	91	107
ODN-2-L	48	350	101	94	96	90	101	98	98	54
		530	97	91	93	87	98	95	95	82
		700	93	87	89	83	93	90	91	107
ODN-2-L	64	350	98	92	93	87	98	95	95	72
		530	95	89	91	85	95	92	92	105
		700	90	84	86	80	90	87	87	140
ODN-2-L	80	350	97	91	92	86	97	94	94	89
		530	93	87	88	83	93	90	90	130
		700	86	80	82	77	86	83	83	177
ODN-2-L	96	350	95	89	91	85	96	93	93	109
		530	93	87	89	83	94	91	91	160
		700	89	83	85	82	89	86	86	210
ODN-3-L	96	350	95	89	91	85	96	93	93	109
		530	93	87	89	83	94	91	91	160
		700	89	83	85	82	89	86	86	210
ODN-3-L	128	350	89	83	85	79	89	86	86	144
		530	86	81	82	77	86	84	84	210
		700	83	78	79	74	83	81	81	274

ODEN LED Specifications

ODEN CLS - 3K LUMEN PER WATT DATA																								
	# Leds	Current (mA)	T1			T2			T3			T4			T5			T5W			T5WR			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
ODN-1-L	16	350	1	0	1	0	0	1	0	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18
		530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	27
		700	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37
ODN-1-L	32	350	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	36
		530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55
		700	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	70
ODN-1-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	1	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	1	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	64	350	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	72
		530	3	0	3	1	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	105
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	140
ODN-2-L	80	350	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	89
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	130
		700	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	177
ODN-2-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
ODN-3-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
ODN-3-L	128	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	144
		530	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
		700	4	0	4	3	0	4	3	0	4	3	0	4	3	0	3	3	0	4	3	0	4	274
ODEN CLS - 4K LUMEN PER WATT DATA																								
	# Leds	Current (mA)	T1			T2			T3			T4			T5			T5W			T5WR			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
ODN-1-L	16	350	1	0	1	0	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18
		530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	27
		700	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37
ODN-1-L	32	350	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	36
		530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55
		700	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	70
ODN-1-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	64	350	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	72
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	105
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	140
ODN-2-L	80	350	3	0	3	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	89
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	130
		700	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	177
ODN-2-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	4	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	4	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	128	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	144
		530	3	0	3	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
		700	4	0	4	3	0	4	3	0	4	3	0	4	3	0	3	3	0	4	4	0	4	274

ODEN CLS - 5K LUMEN PER WATT DATA																								
	# Leds	Current (mA)	T1			T2			T3			T4			T5			T5W			T5WR			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
ODN-1-L	16	350	1	0	1	0	0	1	0	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18
		530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	27
		700	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37
ODN-1-L	32	350	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	36
		530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55
		700	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	70
ODN-1-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	64	350	2	0	2	1	0	2	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	72
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	105
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	140
ODN-2-L	80	350	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	89
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	130
		700	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	177
ODN-2-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	128	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	144
		530	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
		700	4	0	4	3	0	4	3	0	4	3	0	4	3	0	3	3	0	4	3	0	4	274

PRODUCT:

POLE SETTING FOAM

POLE SETTING FOAM

79701

79702

79703

79705

79706

79707

79709

THE BASICS:

- POLE SETTING FOAM saves money and increases efficiency. It replaces traditional methods of backfilling distribution poles, transmission poles, and decorative street lighting during installation.
- POLE SETTING FOAM is a hydrophobic two-part polyurethane foam that expands to fill the peripheral void between a utility pole and the hole. It forms a low-density, high-strength foam that can structurally support the pole and maintain its upright positioning. POLE SETTING FOAM also serves as a redundant environmental barrier between the pole material and its surroundings.
- POLE SETTING FOAM displays excellent adhesion to most pole materials, including wood poles treated with pentachlorophenol, CCA, ACA, etc. and without the use of primers. After mixing, it foams immediately and reaches 50% of full strength in approximately 3 minutes and 80% within 60 minutes. Once poured, the POLE SETTING FOAM expands approximately 15 times its original volume and sets the pole in 3 minutes creating a proven solid foundation material. It removes the need to backfill by traditional methods and the "tamping" associated with it.
- POLE SETTING FOAM significantly reduces labor requirements as no backfilling is required and hardware can be strung after 15 minutes.
- Because POLE SETTING FOAM is hydrophobic, its physical properties will not be affected by wet soil or small amount of standing water in the hole; however, we recommend the standing water does not exceed 2" with the structure in the hole.

FEATURES:

Fast-setting high-quality foam

- Expanding foam fills in all voids
- Environmentally friendly - does NOT contain CFC's
- Excellent adhesion on all pole types; wood, concrete, fiberglass, steel, and decorative street lighting
- Hydrophobic - insensitive to water

APPLICATIONS:

Use POLE SETTING FOAM for:

- New poles - transmission and distribution
- Leaning poles
- Street lighting poles
- Dusk to dawn light poles
- Gate and fence post
- Highway DOT sign post
- Pad leveling



FEATURES	HOW YOU BENEFIT
Provides an environmental barrier between the pole and the soil	Helps prevent ground line decay
Superior to stone in resistance to overturning and equal to crushed stone against uplift	Eliminates the need to transport heavy rock and stone backfill
Hardens quickly (10 - 15 minutes) with compressive strengths three to four times that of tamped soil	Poles are set faster, thus restoring service to the customer quicker and with added strength

TECHNICAL HIGHLIGHTS:

MATERIAL PROPERTIES AT (77°F/25°C)		
Property	Value	Test Method
Color		Visual
Part A	Light Brown	
Part B	Dark Brown	
Mixed	Yellow	
Working Life		
Rise Time	2 Minutes	ASTM D2237
Gel Time	2.5 Minutes - 3 Minutes	ASTM D2471
Tack Free Time	5.0 Minutes	
Full Cure Time	12 Hours	
Drastic Temperature Change Bonded	Little Chance of Cracking	
Performance (cured)		
Density	5.5 - 6.0 lbs/ft ³	ASTM D1622
Compressive Strength (psi)	75 Minimum	ASTM D1621
Porosity	>90% Closed-Cells	ASTM D2856
Water Absorption	0.02%	ASTM D2842
Shear Strength (psi)	42 Minimum	ASTM D732
Tensile Strength (psi)	64 Minimum	ASTM D1623
Cohesive Shear (dry)	22.9 psi	ASTM D3080
Cohesive Shear (wet)	20.9 psi	ASTM D3080
Chemical Resistance		ASTM D543
Water	Excellent	
Salt Water	Excellent	
Sulfuric Acid 20%	Excellent	
Gasoline	Excellent	
Diesel Fuel	Excellent	
Hydrochloric Acid 20%	Excellent	
Ammonium Hydroxide 10%	Good	
Sodium Hydroxide, Concentrate	Good	
Fungus	Excellent	

2-year shelf life.

WORKING TEMPERATURE:

Pole Foam can be used when temperatures are as low as -40°F (-40°C) or as high as 86°F (30°C) as long as the Pole Foam kit is conditioned to room temperature (68°F / 20°C) for 2 hours prior to use. For more details consult your Rainbow Technology representative.

SAFETY DATA SHEET:

This product is only for sale to and use by service personnel. SDS available on request.

PACKAGING:

PRODUCT NUMBER	APPROXIMATE YIELD
79701	1 cubic feet
79702	2 cubic feet
79703	3 cubic feet
79705	5 cubic feet
79706	6 cubic feet
79707	7 cubic feet
79709	9 cubic feet

POLE SETTING FOAM kits include; Part A (container), Part B (container), gloves or mixing stick (dependant on the container size), and application instructions are located on the container label. Custom packaging is also available to meet your specific needs.

ANSWERS TO YOUR QUESTIONS:

Do you have a question about any Rainbow Technology product? Because we've been supplying the utility and telecommunications industries since 1971, our technical support team has the expertise to provide answers and solutions. Just call us at **1.800.637.6047**.

RAINBOW TECHNOLOGY Specialists in Utility Chemicals

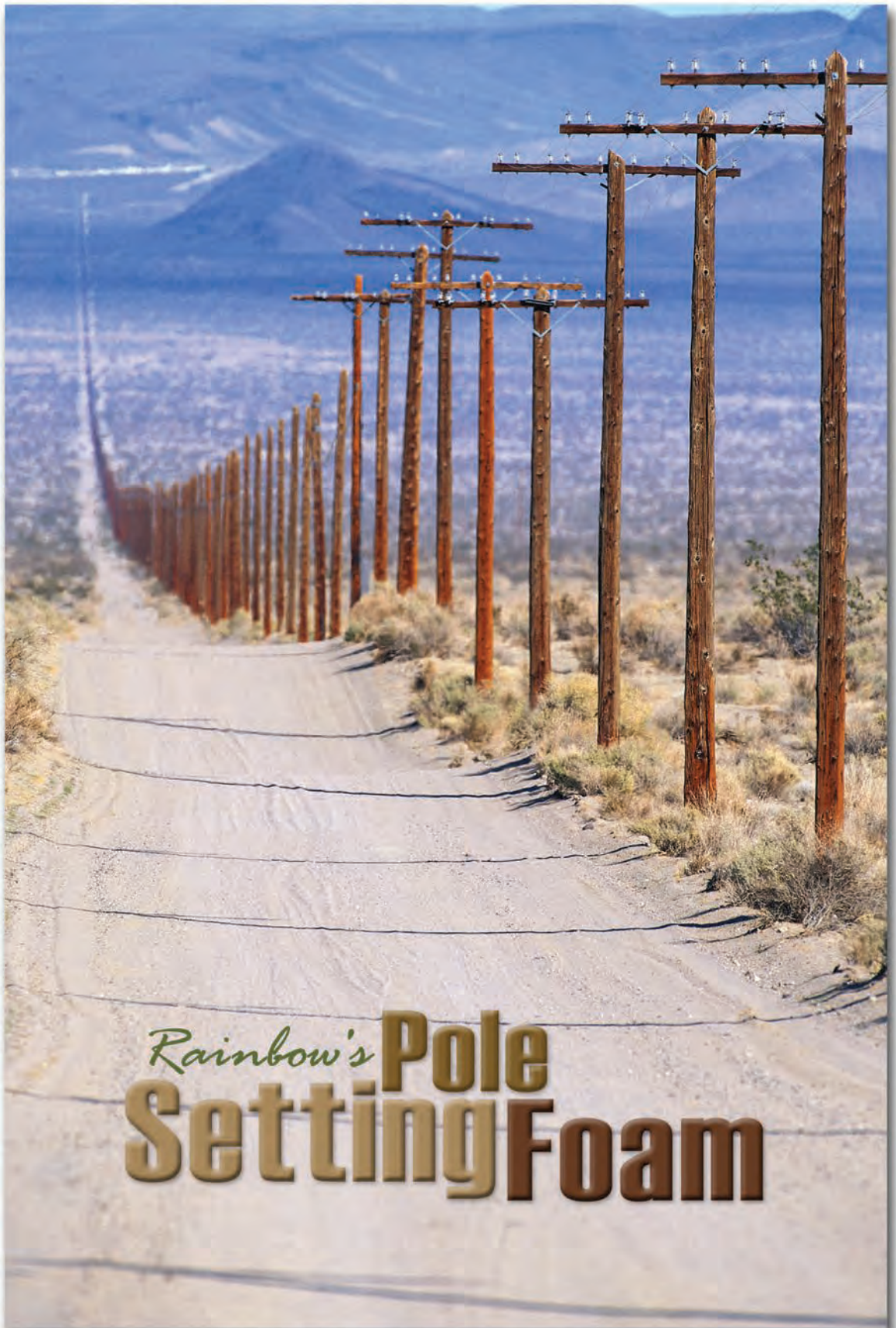
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Rainbow's Pole Setting Foam

Since 1971, Rainbow Technology Corporation has been developing , testing, and marketing quality products for the telecommunication, utility, and contractor industry. We develop our products with regard to the safety of the personnel, the equipment/outside plant, and the environment. Our product line includes foams and sealants, power and telecom cable cleaners, precision cleaners, heavy-duty cleaners, cable lubricants, personal protection, insecticides, herbicides, paints, and hand cleaners.

The integrity and quality, by which Rainbow Technology's products have been viewed, has set the standard in the telecom/utility industry. We provide the same integrity and quality in our Rainbow Pole Setting Foam that we are known for in our total product line. As you review the following pages, you will see the commitment to testing and quality assurance as well as providing a quality product that is safe for your employees, safe for your equipment/outside plant, and safe for the environment.

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These Types of Pole Setting Foam Helps With Issues



H-Frame Structures



Repairing Storm Damaged Poles

Rainbow's Pole Setting Foam helps save time and money, and increases efficiency. It is a very versatile product and replaces traditional methods of backfilling distribution. Here are just a few examples of the many different ways that Rainbow's Pole Setting Foam can be used to aid in your everyday work.



Straighten Leaning Poles

Push-Brace Support Poles



Sports, Recreational, and Athletic Facility Lighting



Steel, Concrete, and Fiberglass Poles



Installing or Straightening Decorative Street Lighting



Leveling Pad-Mounted Equipment

Rainbow's Pole Setting Foam

THE BASICS:

- POLE SETTING FOAM saves money and increases efficiency. It replaces traditional methods of backfilling distribution and transmission poles during installation.
- POLE SETTING FOAM is a hydrophobic, two-part polyurethane foam that expands to fill the peripheral void between a utility pole and the hole. It forms low-density, high-strength foam that can structurally support the pole and maintain its upright positioning. POLE SETTING FOAM also serves as a redundant environmental barrier between the pole material and its surroundings.
- POLE SETTING FOAM displays excellent adhesion to all pole materials, including wood poles treated with pentachlorophenol, CCA, and ACA without the use of primers. After mixing, it foams immediately and reaches 50% of full strength in approximately 3 minutes and 80% within 60 minutes. Once mixed and poured, the POLE SETTING FOAM expands approximately 15 times its original volume and sets the pole in 3 minutes to create solid foundation material. It eliminates the need to backfill by traditional methods and the "tamping" associated with it.
- POLE SETTING FOAM significantly reduces labor as no additional backfilling is required and hardware can be strung after 15 minutes.
- Because POLE SETTING FOAM is hydrophobic, its physical properties will not be affected by wet soil or small amounts of standing water in the hole; however, we recommend the standing water does not exceed 2" with the structure in the hole.

APPLICATION:



Prepare hole for pole.



Pour Part B container into Part A container.



Mix together.



Pour mixture in prepared hole with pole.



Let sit for 15 minutes.
Hardware is ready to be strung.

Please see page 18-20 for complete instructions for use.



Rainbow's Pole Setting Foam

Technical Highlights

MATERIAL PROPERTIES AT (77°F/25°C)		
PROPERTY	VALUE	TEST METHOD
Color		Visual
Part A	Light Brown	
Part B	Dark Brown	
Mixed	Yellow	
Working Life		
Rise Time	1.75 Minutes	ASTM D2237
Gel Time	2.5 Minutes - 3 Minutes	ASTM D2471
Tack Free Time	5.0 Minutes	
Full Cure Time	12 Hours	
Drasitic Temperature Change	Bonded - Little Chance of Cracking	
Performance (cured)		
Density	5.5 - 6.0 lbs/ft³	ASTM D1622
Compressive Strength (psi)	75 Minimum	ASTM D1621
Porosity	>90% Closed-Cells	ASTM D2856
Water Absorption	0.02%	ASTM D2842
Shear Strength (psi)	42 Minimum	ASTM D732
Tensile Strength (psi)	64 Minimum	ASTM D1623
Cohesive Shear (dry)	22.9 psi	ASTM D3080
Cohesive Shear (wet)	20.9 psi	ASTM D3080
Adhesion	3,295 psi	Soil Testing Engineers
Chemical Resistance		ASTM D543
Water	Excellent	
Salt Water	Excellent	
Sulfuric Acid 20%	Excellent	
Gasoline	Excellent	
Diesel Fuel	Excellent	
Hydrochloric Acid 20%	Excellent	
Ammonium Hydroxide 10%	Good	
Sodium Hydroxide, Concentrate	Good	
Fungus	Excellent	

Backfill Pole Setting Foam vs. Crushed Rock Comparison

Listed below are a few key elements that show the advantages of using Rainbow's Pole Setting Foam over crushed rock for your structural foundations.



- **Rainbow's Pole Setting Foam** achieves 100% compaction every time and is therefore structurally superior to compacted crushed rock or gravel.

- **Rainbow's Pole Setting Foam** eliminates damage to the right-of-way caused by heavy equipment required to transport and install crushed rock or gravel.

- **Rainbow's Pole Setting Foam** installation speed greatly reduces weather exposure to employees during the construction process, a major concern when repairing storm damage.

- **Rainbow's Pole Setting Foam** achieves higher skin friction values and uniform transfer of load into the soil, resulting in approximately twice the uplift values of crushed rock or gravel. Because of the closed-cell physical properties of the foam, corrosion protection is enhanced for steel poles.

- **Rainbow's Pole Setting Foam** structural efficiencies reduce the hole diameter requirements.

- **Rainbow's Pole Setting Foam** portability and size make it the perfect backfill for applications where larger vehicles will have difficult access to the individual structures or sites.



Wood Pole in Concrete

Single Structure **Wooden** *Pole Setting Foam* *Used With* **poles**

Wooden poles set with Rainbow's Pole Setting Foam will exhibit greater moisture content at and below ground line than sites where no foam was used. This will maintain more consistent moisture content throughout the year, and will reduce checking in the ground line area.

Sometimes poles will be set that have checks; when this is the case, Pole Setting Foam, will fill the checks with foam, thus removing areas which could hold water that could lead to rot and decay.

Pole Setting Foam serves as a redundant environmental barrier between the pole material and its surroundings. With the preservative penetration behind the foam, the preservative moves into the heartwood instead of out of the pole. The use of Pole Setting Foam maintains higher levels of preservative at and below the ground line.

Wooden poles that are embedded in concrete or asphalt that have been damaged by storms, vehicle collisions or below ground decay, and need to be replaced, are excellent applications for Pole Setting Foam. Typically this type of replacement offers little or no native backfill and in some applications guy wires cannot be used. The structural efficiencies of Pole Setting Foam reduce the hole diameter requirements for your structures and provide the backfill needed for the setting of new poles.

Steel, Concrete, & Fiberglass *Pole Setting Foam* *Used With* poles

Rainbow's Pole Setting Foam's excellent adhesion to steel poles assures that the entire volume of backfill material is solidly bonded to the pole. Pole Setting Foam backfill helps to transfer the uplift or compressive loads into the soil. Pole Setting Foam adhesion to the soil greatly exceeds the shear strength of the soil.

Pole Setting Foam is a closed-cell, hydrophobic material with low moisture permeability and expands approximately 15 times its original volume. It provides an inert substance that cannot be dissolved by any common hydrocarbon or chlorinated solvents.

Pole Setting Foam, unlike mechanical tampers, does not damage the galvanization or pre-coating on the pole. The manufacturers of directly embedded steel poles have historically coated the embedded portion of the pole with asphaltic coating to help manage soil corrosion problems. This coating acts as a barrier in eliminating electron transfer and the oxidation of the metal in steel poles.

Pole Setting Foam's polyurethane properties share the basic urethane soil coating rating and provide the same protective advantages as the coatings used by steel pole manufacturers.

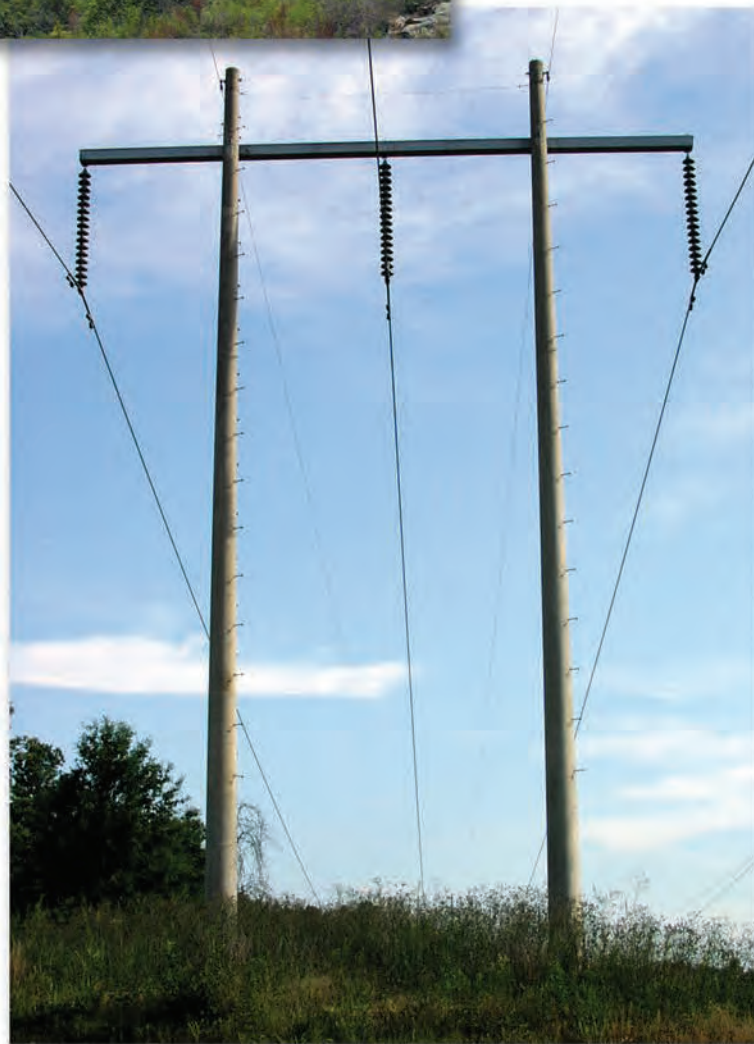


H-Frame

*Pole Setting Foam
Used With* **Structures**

Setting H-Frame structures can be done without hauling in crushed stone, concrete, or native backfill to a remote site. During the actual line construction, re-plumbing on the pole is not necessary. This makes setting operations easier and requires less manpower and equipment. Rainbow's Pole Setting Foam will increase uplift resistance up to three times that of conventional backfill. May be used on wood, concrete, steel, and fiberglass poles with no harm to the structure.

Pole Setting Foam displays excellent adhesion to most pole materials, including wood poles treated with pentachlorophenol, CCA, and ACA, without the use of primers. Pole Setting Foam helps to protect the environment by sealing in pole preservatives.



Storm damage can leave transmission and distribution lines and poles in a terrible mess. Often the soil is wet and muddy, creating a difficult environment in which repair crews must re-set poles in order to restore service to customers. There is no need to haul native soil or crushed rock backfill for setting poles.

Rainbow's Pole Setting Foam is a hydrophobic, two-part polyurethane foam that expands to fill the peripheral void between a utility pole and the ground. With a low density and high strength, it can structurally support the pole, and its physical properties will not be affected by wet soil conditions. Pole Setting Foam has a compressive strength that is up to three times greater than properly tamped native soil.

After mixing, it foams immediately and reaches 50% of full strength in approximately 3 minutes and 80% of full strength within 60 minutes. Once poured, the Pole Setting Foam expands to approximately 15 times its original volume and sets the pole in 3 minutes, creating a proven solid foundation material. Hardware and transformers can be set faster than applications with conventional backfill.



With Pole Setting Foam, pole structures can be set with less manpower and equipment. No tamping is required, and no outside power source is needed for mixing.

Storm-Damaged poles

Pole Setting Foam Used With





Rainbow's Pole Setting Foam expands up to 15 times its premixed volume to form a tightly packed anchoring foundation that is greater than the pole itself. It hardens into a virtually indestructible pole-to-backfill-to-ground bond.

The tightly packed molecular structure creates a bond with the pole. The foam actually contours to the shape of the excavated area and locks itself to the pole and ground.

Unlike any alternative backfill, Pole Setting Foam is impervious to moisture. Unlike other backfills it is resistant to heat, cold, micro-bacterial attack, and physical stress. It has a compressive strength that is up to three times greater than properly tamped native soil.



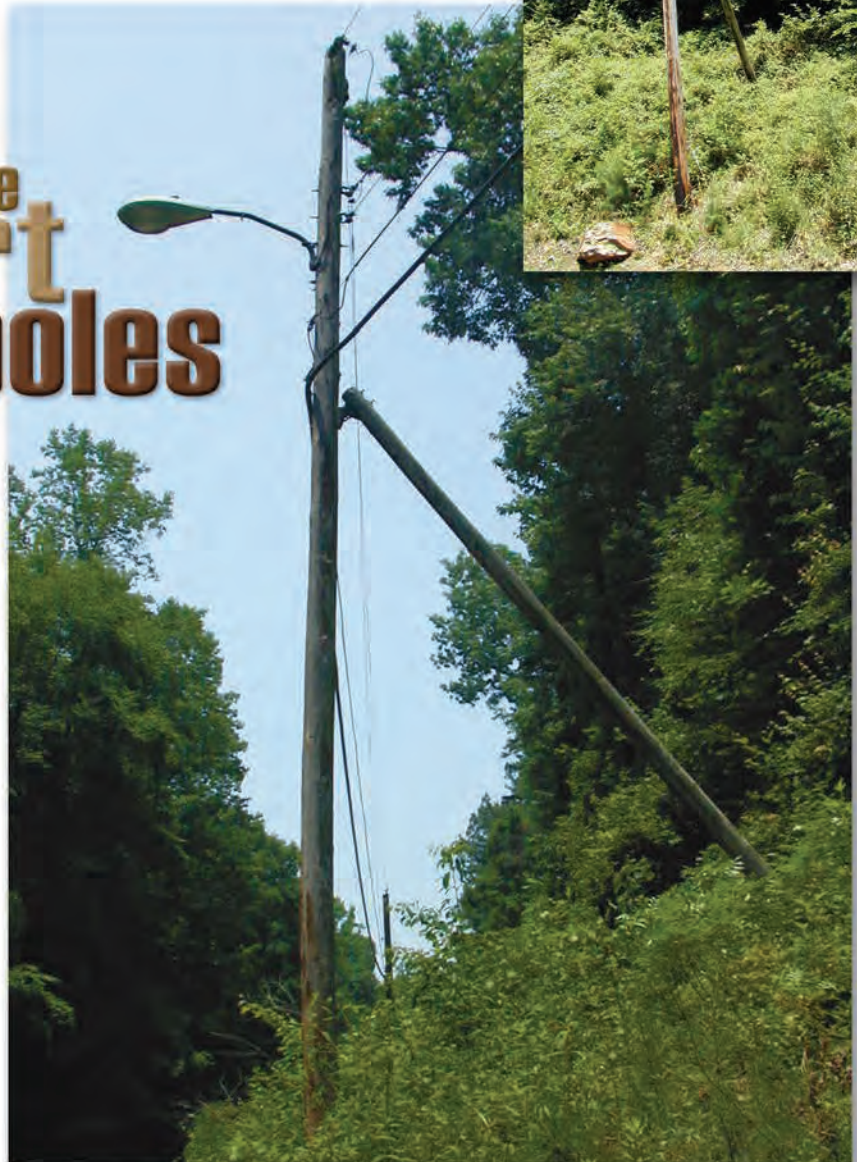
Push-Brace Support Pole Setting Foam Used With poles

Use Pole Setting Foam when poles are set in poor soil or rocky conditions that requires a push brace support.

Pole Setting Foam will structurally support both the pole and the push brace with low-density and high-strength foam.

According to industry standard testing procedures, Pole Setting Foam achieves a minimum of 75 psi compressive strength. That results up to three times greater than that of properly tamped soil.

Pole Setting Foam reaches 50% of full strength in approximately 3 minutes and 80% of full strength within 60 minutes. Hardware can be strung after 15 minutes.





Straighten Leaning Poles *Pole Setting Foam Used To*

Pole Setting Foam corrects poles that are leaning due to wind damage or soil failure. It eliminates the usual problems of excavating, hauling select backfill, and re-tamping. Groundline protection is accomplished simultaneously with straightening. Most poles can be straightened with a crew of two. Short guy wires can be eliminated. Kits can be carried on trucks.

With Pole Setting Foam, pole structures can be straightened with less manpower and equipment. No tamping is required, and no outside power source is needed for mixing.

Rainbow's Pole Setting Foam is a hydrophobic, two-part polyurethane foam that expands to fill the peripheral void between the pole and undisturbed ground. With low density and high strength it can structurally support the pole, and the physical properties of the pole will not be affected by wet soil conditions. Pole Setting Foam has a compressive strength that is up to three times greater than that of properly tamped native soil.

After mixing, it expands immediately and reaches 50% of full strength in approximately 3 minutes and 80% of full strength within 60 minutes. Once poured, the Pole Setting Foam expands to approximately 15 times its original volume. When using Pole Setting Foam to straighten a leaning pole it is recommended to keep the pole plumb for 15-20 minutes due to the tension on the pole from guy wires, cables, hardware, and transformers. This will give the foam time to cure to support the pole.





Advantages of Direct Buried Decorative Light Poles:

- Lower labor cost.
- Lower construction equipment costs associated with pole installation.
- Reduced or eliminated need for lifting equipment.
- Reduced traffic interruptions and required traffic management costs.
- Faster, simpler, easier, less expensive site preparation.
- No concrete foundation needed.
- Ideal for underground wiring applications.

Problems Associated with Direct Buried Decorative Light Poles:

- Poles with tapered bases cannot be properly tamped, **causing the poles to lean.**
- Tamping can cause damage to the pole structure.
- Corrosion below ground level of pole.
- Poor soil conditions require the use of concrete.
- Concrete is very difficult to re-enter.
- Heavy trucks and concrete trucks cause damage to the landscape.

Street & Decorative Pole Setting Foam Used With Lighting

Advantages of Using Rainbow's Pole Setting Foam:

- Kits available for installing and straightening decorative lighting poles.
- No tamping required.
- No concrete needed.
- Kits can be carried on trucks.
- Set poles in minutes - not hours or days compared to concrete.
- Three times stronger shear strength than native backfill.
- Can be easily re-entered.
- Eliminates below-ground corrosion.
- No damage to landscape caused by heavy equipment and trucks.
- Will not HARM CABLES OR WIRES.

All this results in significant cost saving and **NO LEANING POLES.**



Sports, Recreational, & Facility Athletic *Pole Setting Foam* *Used With* **Lighting**

Setting poles for sports, recreational, and athletic lighting may be done without hauling crushed stone, concrete, or native backfill to the site. Rainbow's Pole Setting Foam will increase uplift up to three times that of conventional backfill. It may be used on wood, concrete, steel, and fiberglass poles with no harm to the structure.

There is no need for heavy cement trucks, which cause damage to the landscape. Just plumb the pole, mix the appropriate size kit of Pole Setting Foam and within 60 minutes the hardware and lights can be installed.



Pole Setting Foam displays excellent adhesion to steel poles, ensuring the entire volume of backfill material is solidly bonded to the pole. Pole Setting Foam backfill helps transfer the uplift or compressive loads into the soil. Pole Setting Foam adhesion to the soil greatly exceeds the shear strength of the soil.

Pole Setting Foam, unlike mechanical tampers, will not damage the galvanization or pre-coating on the pole. The manufacturers of directly embedded steel poles have historically coated the embedded portion of the pole with asphaltic coating to help

manage soil corrosion problems. This coating acts as a barrier in eliminating electron transfer and oxidation of the metal in steel poles. The polyurethane properties of Pole Setting Foam share the same urethane soil coating rating and provide the same protective advantages as the coatings used by the steel pole manufacturers.

Pole Setting Foam can be used with Precast Concrete Bases or direct-buried poles with no need for tamping of native soils or the use of additional concrete.



There are occasions when pad-mounted equipment will begin to sink or shift due to poor soil conditions, erosion, or improperly tamped native soil. Leveling of the pad-mounted equipment can be done simply, economically, and quickly using Rainbow's Pole Setting Foam. There is no need for hauling in rock or crushed stone, or trying to shovel material under the pad in an attempt to make the pad level.

Pole Setting Foam will expand under the pad to form a level and strong base for the pad and equipment to rest on and has a minimum compressive strength (75 psi) that is up to three times greater than that of properly tamped native soil. Pole Setting Foam is not affected by water or wet soil conditions.

Pole Setting Foam is closed-cell foam and will assist in preventing insects and rodents from entering the equipment and burrowing under the pad. The Pole Setting Foam will also help prevent further erosion of the soil under the pad and can be used with all types of concrete and fiberglass pads.

Once the pad-mounted equipment has been leveled with either a hydraulic jack or digger derrick, mix the required Pole Setting Foam Kit according to the directions and pour the mixed foam under the pad. The foam is self-leveling and will become hard within minutes so the pad can be released from the support. If any excess foam escapes from under the pad, it can be trimmed and removed with a shovel.

Pole Setting Foam has many applications in telecommunication and utility markets for leveling such equipment as pad-mounted transformers, power substations, cross-connect boxes, DLC cabinets, and pad-mounted phone booths.



leveling Pad-mounted Equipment

*Pole Setting Foam
Used for*

SPECIFICATIONS

Rainbow's Pole Setting Foam

KIT SIZES:



79701 - Street Lighting Kit:

This kit contains:
 1 Plastic container "A"
 1 Plastic container "B"
 1 Pair of vinyl gloves

This kit will yield approximately 1 cubic foot of foam. It is designed for setting street lights, decorative lights, leveling pads, and DOT signs.

Mixing directions and directions for disposal are on all containers. This size kit is designed to be shaken. Both containers A and B are shipped in a sturdy corrugated box.



79702 - Straightening Kit:

This kit contains:
 1 Plastic container "A"
 1 Plastic container "B"
 1 Pair of vinyl gloves

This kit will yield approximately 2 cubic feet of foam. It is designed mainly to straighten leaning distribution poles and DOT signs and to level pad-mounted equipment.

Mixing directions and directions for disposal are on all containers. This size kit is designed to be shaken. Both containers A and B are shipped in a sturdy corrugated box.



79703 - Straightening Kit:

This kit contains:
 1 Plastic container "A"
 1 Plastic container "B"
 1 Pair of vinyl gloves

This kit will yield approximately 3 cubic feet of foam. It is designed for straightening leaning transmission poles, setting street lights or decorative poles, and leveling pad-mounted equipment.

Mixing directions and directions for disposal are on all containers. This size kit is designed to be shaken. Both containers A and B are shipped in a sturdy corrugated box.

Rainbow's Pole Setting Foam

KIT SIZES:



79705 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 5 cubic feet of foam. It is designed to set distribution poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



79706 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 6 cubic feet of foam. It is designed mainly for setting larger distribution poles and smaller transmission poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



79707 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 7 cubic feet of foam. It is designed mainly for setting larger distribution poles and smaller transmission poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



79709 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 9 cubic feet of foam. It is designed mainly for setting larger distribution poles and smaller transmission poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



Rainbow's Pole Setting Foam

Instructions for the use of Rainbow's Pole Setting Foam 1, 2, and 3 Cubic Feet Kits

Rainbow's Pole Setting Foam is designed for the rapid, intermediate backfilling of pole holes. ***It provides a strong foundation, where hardware may be attached within 15 to 30 minutes after pouring. For lower temperatures wait a full 30 minutes.*** It may be used with any type of pole in any type of soil or rock. The Volume Index Chart can be used to estimate the amount of material required for each pole based on the pole diameter, and diameter and depth of hole.

1. Once the pole is placed in the hole and backfilled to comply with the local bonding and grounding practices, the annular (void between pole and ground) space should be measured and checked for standing water.
2. Although our foam is hydrophobic, reacting on top of the water, we suggest using our foam in no more than 2" of standing water in the pole hole due to the void that will be left in the hole bottom. To ensure butt stabilization and strength, we suggest to pump or backfill to this recommended water level. Either continue to fill the hole with soil until no water is visible or pump the hole to remove the standing water.
3. Using the Volume Index Guide provided, select the correct size kit or combination of kits required for intermediate filling. In those cases in which the pole base is to be landscaped it is advisable to leave one (1) foot of soil above the foam. Where the pole base will be paved, the paving specifications should be consulted for the unfilled amount to be left for the base and paving.
4. The foam is self-adhesive and will bond to existing foam but it is best to have the correct number of kits at the site to be filled; however, a hole may always be topped off.
5. Each kit contains a container of polyol (Part A), a container of pre-polymer (Part B) and gloves in a box. The larger (Part A) container serves as a mixing vessel. Note: Where multiple kits are required to fill a hole, the expansion of the subsequent kits may be accelerated by the heat generated by the first kit.
6. Remove the containers, and gloves from the box. Use eye protection according to local practices when handling any chemical. The gloves are supplied to prevent skin contact with the foam system. They should not be used in place of work gloves. Put on the gloves supplied or other approved protective glove. Then remove the caps from both containers and pour the Part B into the container containing Part A. Be sure to completely empty the container into the other container as they contain the exact mix needed to produce the best foam.

CAUTION: MATERIAL EXPANDS RAPIDLY AFTER MIXING AND WILL RUPTURE CONTAINER IF CAP IS NOT REMOVED.

DO NOT REPLACE CAP ON CONTAINER A BEFORE MIXING, INSTEAD PLACE GLOVED HAND OVER SPOUT AND HOLD FIRMLY WHILE SHAKING.

7. Place gloved hand over spout of container A and hold firm while shaking. Shake vigorously for 30 seconds at 70°F; add 10 seconds of shaking for each 10°F below 70°F. For temperatures above 70°F, reduce shaking time by 5 seconds for each 10°F increment.
8. After mixing, remove hand and begin pouring the foam into the hole. **Note: Immediately pour material before expansion starts!** Where appearance is not a factor, it may be helpful to wet the pole above finished grade with some foam to seal the ground line level. The liquid is self-leveling and can be poured from one side of the hole unless the distance between the pole and the wall is less than 2 inches. If such is the case, it will be better to pour the liquid around the pole or post. Rising will begin slowly and will be complete within 2 minutes.
9. The empty Part A container should be placed in the box. The empty Part B container should have an ounce or two of water poured into it and placed in the box. Dispose of empty containers in an approved manner.
10. Hold pole for 3 minutes (or 5 minutes in windy conditions). When using Pole Setting Foam to straighten a leaning pole, it is recommended to keep the pole plum for 15-20 minutes due to the tension on the pole from guy wires, cables, hardware, and transformers. This will give the foam time to cure to support the pole.

Mixing Times

100°F - 15 Seconds
90°F - 20 Seconds
80°F - 25 Seconds
70°F - 30 Seconds
60°F - 40 Seconds
50°F - 50 Seconds
40°F - 1 Minute

Equipment Required: Pair of safety goggles and protective gloves

Storage & Handling: Store in a dry location between 50°F and 90°F

Containers of Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Disposable gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Material Safety Data Sheet available beginning on page 28.

Disposal should be in accordance with local, state, and Federal regulations. For unused or expired material, completely mix the two-components together and dispose as non-hazardous waste after product has cured.



Rainbow's Pole Setting Foam

Instructions for the use of Rainbow's Pole Setting Foam 1, 2, and 3 Cubic Feet Kits For Leveling Pad-Mounted Equipment

Rainbow's Pole Setting Foam may also be used for leveling Pad-Mounted Equipment due to sinking or shifting caused by poor soil conditions or improperly tamped native soil. Leveling of the pad-mounted equipment can be done simply, economically, and quickly using Rainbow's Pole Setting Foam.

1. Once the pad-mounted equipment has been leveled with either a hydraulic jack or digger derrick, mix the required Pole Setting Foam Kit according to the directions and pour the mixed foam under the pad. In most cases either the 1 cubic foot or the 2 cubic foot kit will fill the void under the pad.
2. In cases where there is extreme erosion or shifting of soil under the pad it may be necessary to construct a form around the pad to contain the foam until it has hardened. The form may be constructed of any lightweight material to keep the foam in place. If any excess foam escapes from under the pad, it can be trimmed and removed with a shovel. The foam is self-leveling and will become hard within 5 minutes so the pad can be released from the support.
3. Rainbow's Pole Setting Foam is closed-cell foam and will assist in preventing insects and rodents from entering the equipment and burrowing under the pad. The Pole Setting Foam will also prevent further erosion of the soil under the pad and can be used with all types of concrete and fiberglass pads.
4. The foam is self-adhesive and will bond to existing foam but it is best to have the correct number of kits at the site to be filled; however, a void under the pad may always be topped off with additional foam.
5. Each kit contains a container of polyol (Part A), a container of pre-polymer (Part B) and gloves in a box. The larger (Part A) container serves as a mixing vessel. Note: Where multiple kits are required to fill the void under the pad, the expansion of the subsequent kits may be accelerated by the heat generated by the first kit.
6. Remove the containers, and gloves from the box. Use eye protection according to local practices when handling any chemical. The gloves are supplied to prevent skin contact with the foam system. They should not be used in place of work gloves. Put on the gloves supplied or other approved protective glove. Then remove the caps from both containers and pour the Part B into the container containing Part A. Be sure to completely empty the container into the other container as they contain the exact mix needed to produce the best foam.

CAUTION: MATERIAL EXPANDS RAPIDLY AFTER MIXING AND WILL RUPTURE CONTAINER IF CAP IS NOT REMOVED.

DO NOT REPLACE CAP ON CONTAINER A BEFORE MIXING, INSTEAD PLACE GLOVED HAND OVER SPOUT AND HOLD FIRMLY WHILE SHAKING.

7. Place gloved hand over spout of container A and hold firm while shaking. Shake vigorously for 30 seconds at 70°F; add 10 seconds of shaking for each 10°F below 70°F. For temperatures above 70°F, reduce shaking time by 5 seconds for each 10°F increment.
8. After mixing, remove hand and begin pouring the foam into the hole. **Note: Immediately pour material before expansion starts!** Rising will begin slowly and will be complete within 2 minutes.
9. The empty Part A container should be placed in the box. The empty Part B container should have an ounce or two of water poured into it and placed in the box. Dispose of empty containers in an approved manner.

Mixing Times

100°F - 15 Seconds
90°F - 20 Seconds
80°F - 25 Seconds
70°F - 30 Seconds
60°F - 40 Seconds
50°F - 50 Seconds
40°F - 1 Minute

Equipment Required: Pair of safety goggles and protective gloves

Storage & Handling: Store in a dry location between 50°F and 90°F

Containers of Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Disposable gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Material Safety Data Sheet available beginning on page 28.

Disposal should be in accordance with local, state, and Federal regulations. For unused or expired material, completely mix the two-components together and dispose as non-hazardous waste after product has cured.



Rainbow's Pole Setting Foam

Instructions for the use of Rainbow's Pole Setting Foam 5, 6, 7, and 9 Cubic Feet Kits

Rainbow's Pole Setting Foam is designed for the rapid, intermediate backfilling of pole holes. ***It provides a strong foundation, where hardware may be attached within 15 to 30 minutes after pouring. For lower temperatures wait a full 30 minutes.*** It may be used with any type of pole in any type of soil or rock. The Volume Index Chart can be used to estimate the amount of material required for each pole based on the pole diameter, and diameter and depth of hole.

1. Once the pole is placed in the hole and backfilled to comply with the local bonding and grounding practices, the annular (void between pole and ground) space should be measured and checked for standing water.
2. Although our foam is hydrophobic, reacting on top of the water, we suggest using our foam in no more than 2" of standing water in the pole hole due to the void that will be left in the bottom of the hole. To ensure butt stabilization and strength, we suggest to pump or backfill to this recommended water level. Either continue to fill the hole with soil until no water is visible or pump the hole to remove the standing water.
3. Using the Volume Index Chart provided, select the correct size kit or combination of kits required for intermediate filling. In those cases in which the pole base is to be landscaped it is advisable to leave one (1) foot of soil above the foam. Where the pole base will be paved, the paving specifications should be consulted for the unfilled amount to be left for the base and paving.
4. The foam is self-adhesive and will bond to existing foam but it is best to have the correct number of kits at the site to be filled; however, a hole may always be topped off.
5. Each kit is made up of a pail of polyol (Part A) with a mixing stick inside, and a pail of pre-polymer (Part B). The larger (Part A) pail serves as a mixing vessel. Note: Where multiple kits are required to fill a hole, the expansion of the subsequent kits may be accelerated by the heat generated by the first kit.
6. Use eye protection according to local practices when handling any chemical. Tear the tab to completely remove the top of the pails and set the tops aside to serve as a cover when disposing of the empty containers. Pour Part B into the pail of Part A. Be sure to completely empty the Part B pail into the Part A pail as they contain the exact mix needed to produce the best foam. Stir vigorously for 30 seconds at 70°F; add 10 seconds of stirring for each 10°F below 70°F. For temperatures above 70°F, reduce mixing time by 5 seconds for each 10°F increment. Material will turn to a tan color just prior to expansion.
7. After mixing, begin pouring the foam into the hole. **Note: Immediately pour material before expansion starts! CAUTION: MATERIAL BECOMES VERY HOT AFTER MIXING.** Where appearance is not a factor, it may be helpful to wet the pole above finished grade with some foam to seal the ground line level. The liquid is self-leveling and can be poured from one side of the hole unless the distance between the pole and the wall is less than 2 inches. If such is the case, it will be better to pour the liquid around the pole or post. Rising will begin slowly and will be complete within two minutes.
8. The empty Part B pail should have an ounce or two of water poured into it. Replace the lids and dispose of both pails in an approved manner.
9. Hold pole for 3 minutes (or 5 minutes in windy conditions). When using Pole Setting Foam to straighten a leaning pole, it is recommended to keep the pole plum for 15-20 minutes due to the tension on the pole from guy wires, cables, hardware, and transformers. This will give the foam time to cure to support the pole.

CAUTION: MATERIAL BECOMES VERY HOT AFTER MIXING

Mixing Times

90°F - 20 Seconds
80°F - 25 Seconds
70°F - 30 Seconds
60°F - 40 Seconds
50°F - 50 Seconds
40°F - 1 Minute

Equipment Required: Pair of safety goggles and protective gloves

Optional Equipment: High Speed Drill (replaces manual mixing)

Storage & Handling: Store in a dry location between 50°F and 90°F

Containers of Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Protective gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Material Safety Data Sheet available beginning on page 28.

Disposal should be in accordance with local, state, and Federal regulations. For unused or expired material, completely mix the two-components together and then dispose as non-hazardous waste after product has cured.



Rainbow's Pole Setting Foam

Volume Index Chart for Kit Requirements

1. Follow the chart to the correct hole diameter.
2. Follow the chart to the correct pole butt diameter (inches) and hole depth (feet).
3. The number will indicate the correct amount of foam needed in cubic feet.*

Example: 7 cubic feet of foam

Pole Diameter (Inches)	Hole Depth (Feet)
18" Hole Diameter	6
11.0	7

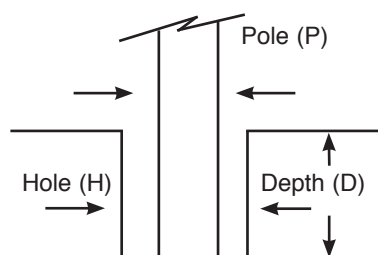
*These numbers have been rounded to the nearest cubic foot (+/-) to determine the needed amount of foam per application.

Example: 18" Hole Diameter
11" Pole Diameter
6' Depth
7 Cubic Feet of Foam

You can use the formula below to calculate the cubic feet of foam needed. In the formula, all dimensions are in inches.

Formula:

$$\frac{(H^2 - P^2)D}{2200}$$



Catalog Number 79701 = 1 cubic foot kit
Catalog Number 79702 = 2 cubic feet kit
Catalog Number 79703 = 3 cubic feet kit
Catalog Number 79705 = 5 cubic feet kit
Catalog Number 79706 = 6 cubic feet kit
Catalog Number 79707 = 7 cubic feet kit
Catalog Number 79709 = 9 cubic feet kit

Pole Diameter (Inches)	Hole Depth (Feet)						
	4	5	6	7	8	9	10
8" Hole Diameter							
5.0	1	1					
6.2	1	1					
18" Hole Diameter							
7.0	6	8	9	11	12	13	15
8.0	6	7	9	10	12	12	14
9.0	6	7	8	9	11	12	13
10.0	5	6	8	9	9	11	12
11.0	5	6	7	8	9	10	11
12.0	4	5	6	7	8	9	10
13.0	4	4	5	6	7	7	9
14.0	3	4	4	5	6	6	7
15.0	2	3	4	4	5	5	6
16.0	2	2	2	3	3	3	4
24" Hole Diameter							
12.0	10	12	14	17	19	20	24
13.0	9	11	14	16	18	19	22
14.0	9	11	13	15	17	18	21
15.0	8	10	12	14	16	17	19
16.0	7	9	11	12	14	15	18
17.0	7	8	10	11	13	14	16
18.0	6	7	9	10	11	12	14
19.0	5	6	7	9	10	10	12
20.0	4	5	6	7	8	8	10
22.0	2	3	3	4	3	5	5
36" Hole Diameter							
18.0			32	37	43	45	53
20.0			30	34	39	42	49
22.0			27	31	36	38	44
24.0			24	28	32	34	39
26.0			21	24	27	29	33
28.0			17	20	23	24	27
30.0			13	15	18	19	21
32.0			9	11	12	13	15
34.0			5	6	6	7	7
48" Hole Diameter							
36.0	39	44	47	55	61	66	77
38.0	33	38	40	47	52	56	66
40.0	27	31	33	39	42	46	54
42.0	21	24	25	30	33	36	41
44.0	14	16	17	20	22	24	28
46.0	8	8	9	10	12	12	15

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Rainbow's Pole Setting Foam

Disposal

Components A and B

There are occasions when pouring A into B or B into A that some of the liquid remains in one of the containers.

Proper Disposal of Residue:

After mixing and pouring of Rainbow's Pole Setting Foam, pour as much of the residue as you can into the mixing container.

Either component will react with any residue in the mixing container to become "inert" polyurethane.

If unable to pour all the liquid residue, 40 CFR 261 is applicable, since the liquids A or B are classified as non-hazardous waste. As long as liquid residue is less than 1" or 3% of the total volume by weight in a container of less than 110 gallons, the waste may be disposed of as non-hazardous.

In some locations, a solid landfill that accepts high-density polyethylene containers is a suitable disposal site.

Refer to all state and local regulations for your location concerning types of landfill available.

Solids

For purposes of definition, Solid shall mean cured polyurethane foam.

Once the components A and B have been mixed and "foamed-up" and cured (full curing time is 12 hours), it becomes an inert material. This is a material in which no further chemical reaction will take place.

In accordance with the 1992 EPA TCLP test, Rainbow's Pole Setting Foam does not leachate any material detrimental to the environment.

The inert, "foamed-up" Rainbow's Pole Setting Foam may be disposed of to a solid landfill that accepts inert solid materials.

Refer to all state and local regulations for your location concerning the type of landfills available.

Storage and Handling

Containers of Rainbow's Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. **The material should be stored between 50° and 90°F.** Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Disposable gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Points to Remember

1. Read all directions carefully.
2. Use proper safety equipment, goggles, and gloves.
3. Do not auger holes too large. This will result in excessive material usage. Hole diameter need only be 4 to 6 inches larger than pole diameter.
4. Avoid extreme storage temperatures. Store between 50° and 90°F.
5. Mix close to hole. Once the chemicals are combined, the reaction cannot be stopped.
6. The colder the materials, the slower the reaction time. The hotter the materials, the faster the reaction time. Excessively hot or cold material may increase density or reduce expansion, causing an increase in material requirements.
7. Cleaning solvent will not dissolve Rainbow's Pole Setting Foam that has completely cured.
8. Avoid skin and eye contact. In case of contact, flush with water. Obtain medical attention if necessary.*
9. Avoid breathing vapors. Use only in well-ventilated areas.*
10. Keep containers tightly closed. Do not allow water contamination.

Rainbow Technology Corporation assumes no risk whatsoever as a result of the use or misuse of Rainbow's Pole Setting Foam. The customer's exclusive remedy as to any breach of warranties or negligence claim shall be limited to the material's purchase price.

*If necessary, refer to Material Safety Data Sheet and/or call: Chem-Tel Inc 1-800-255-3924

TEST RESULTS



Report For: CHEMQUE
266 Humberline Drive
Rexdale, ONTARIO
M9W 5X1

Phone: (416) 679-5676
Fax: (416) 679-0511

Laboratory #: 323260 - 03

Report Date: January 7th, 2003
Received Date: December 20th, 2002

Customer P.O.#: B. Russel

Attention: Bruce Russell

Specimen: Foam

TEST REPORT

RE: DETERMINATION OF EXPANSION RATIO FOR Q-SET 275 POLE SETTING FOAM

Introduction

Three samples of Q-Set 275 foam were received from Chemque for determination of the expansion ratios.

NOTE: Tested on behalf of Rainbow Technology Inc. and material submitted by Chemque.

The results of testing the samples are outlined in this report.

Results

The Chemque Mixing and Dispensing Instructions were used to mix and pour the foam into a box measuring approximately 15 x 15 x 15 cm. The box was lined with polyethylene film. After 1 hour of curing, the foam blocks were separated from the film.

Square specimens were cut from the three foam blocks, measuring roughly 2.5 x 2.5 x 2.5 cm. The weight of the foam specimens was measured directly. The expanded volume of the foam blocks was measured by water displacement.

This report is subject to the following terms and conditions: 1. This report relates only to the specimen provided and there is no representation or warranty that it applies to similar substances or materials or the bulk of which the specimen is a part. 2. The content of this report is for the information of the customer identified above only and it shall not be reprinted, published or disclosed to any other party except in full. Prior written consent from Cambridge Materials Testing Limited is required. 3. The name Cambridge Materials Testing Limited shall not be used in connection with the specimen reported on or any substance or materials similar to that specimen without the prior written consent of Cambridge Materials Testing Limited. 4. Neither Cambridge Materials Testing Limited nor any of its employees shall be responsible or held liable for any claims, loss or damages arising in consequence of reliance on this report or any default, error or omission in its preparation or the tests conducted. 5. Specimens are retained 3 months, test reports and test data are retained 10 years from date of final test report and then disposed of, unless instructed otherwise in writing.

Page 1 of 2

Cambridge Materials Testing Limited

Per *James Macpherson* QUALITY ASSURANCE
Per *Derek Wild* TECHNICIAN



Results (Cont'd)

Cartridge	Sample #	Foam Weight (g)	Initial Volume cm ³	Expanded Volume cm ³	Volume Expansion Ratio	Foam Density (g/cm ³)	Foam Density (lb/ft ³)
1	1	1.904	1.641	23	14.0:1	0.083	5.2
	2	1.865	1.608	20	12.4:1	0.093	5.8
	Average				13.2:1	0.088	5.5
2	1	1.986	1.712	22	12.9:1	0.090	5.6
	2	1.677	1.446	19	13.1:1	0.088	5.5
	Average				13.0:1	0.089	5.6
3	1	1.763	1.520	21	13.8:1	0.084	5.2
	2	1.762	1.519	20	13.2:1	0.088	5.5
	Average				13.5:1	0.086	5.4

Calculation Methods

Specific Gravity of Samples (before Mixing) = 1.16

Initial Volume = Foam Weight / 1.16

Expansion Ratio = Expanded Volume / Initial Volume

Foam Density (g/cm³) = Foam Weight (g) / Expanded Volume (ml)

Foam Density (lb/ft³) = Foam Density (g/cm³) x 62.42796



Report For: Chemque Inc./Rainbow
266 Humberline Dr.
Rexdale, Ontario
M9W 5X1
Phone: 416-679-5676
Fax: 416-679-0511

Laboratory #: 323507-02

Report Date: January 7, 2003
Received Date: December 24, 2002

Attention: Bruce Russell

Specimen: Rigid Cellular Material, Q-Set 275 Pole Setting Foam

COMPRESSION TEST REPORT

Tested on behalf of Rainbow Technology Inc. Material submitted by Chemque.

Fifteen specimens were subjected to compression testing in accordance with ASTM D1621-00 with a test speed of 0.1"/minute. The nominal dimensions of the specimens were 2" x 2" by 1" thick. The specimens were conditioned for a minimum of 40 hours at 23 ± 2°C and 50 ± 5% relative humidity prior to testing.

RESULTS

Sample I.D.	Modulus of Elasticity in Compression (psi)	Compressive Strength (psi)	Percent Core Deformation
1	929	98.0	10.0
2	1,568	124.8	8.3
3	1,123	122.3	10.0
4	911	97.8	10.0
5	1,078	112.8	10.0
6	1,296	110.5	9.2
7	1,030	124.5	9.6
8	1,584	124.3	10.0
9	953	120.3	10.0
10	1,122	118.0	10.0
11	1,000	117.5	10.0
12	974	126.5	10.0
13	1,144	110.0	10.0
14	1,506	121.3	10.0
15	1,189	121.5	10.0
Average	-	116.7	-

The yield point occurred before 10% deformation for specimen #'s 2, 6, & 7; therefore their compressive strength and percent core deformation were determined at the yield point. For all other specimens the yield point had not occurred before 10 % deformation; therefore their compressive strength was determined at 10% deformation.

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Cambridge Materials Testing Limited

Per Jane Franco
QUALITY ASSURANCE

Per Chris Clegg
TECHNICIAN

Q O R E

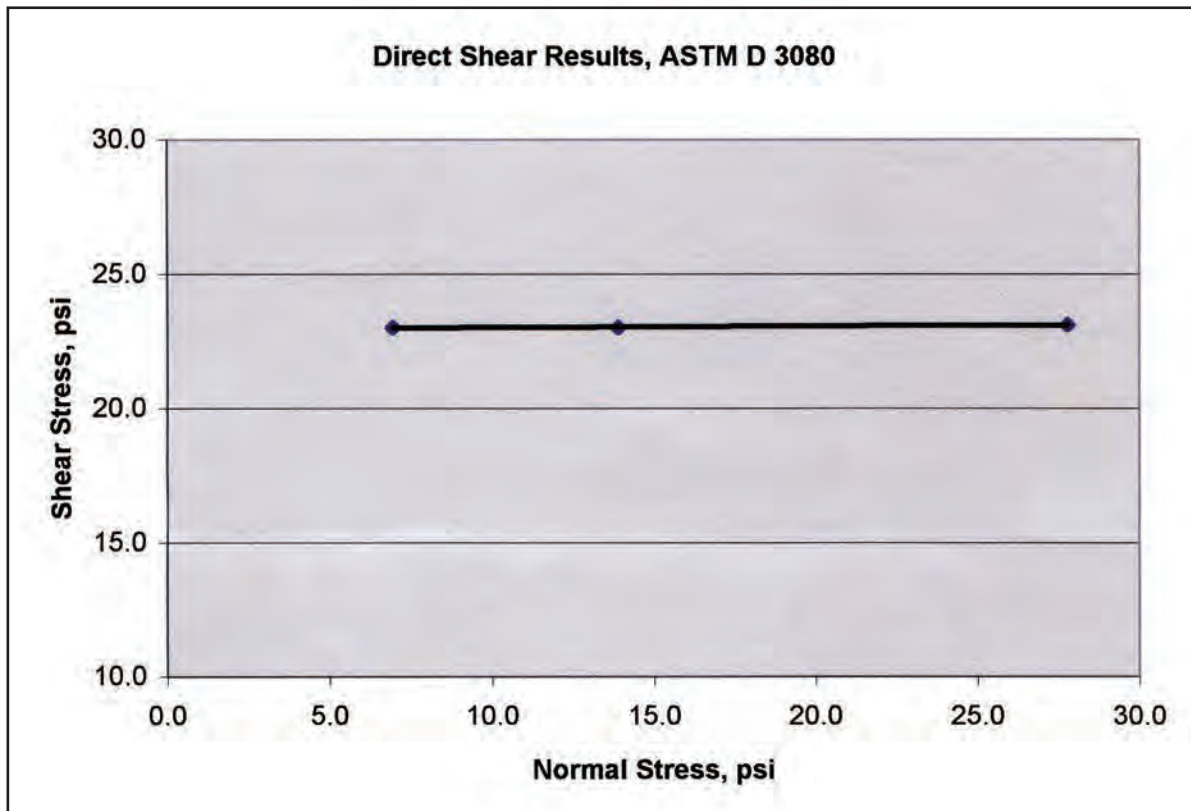
Property Sciences

DIRECT SHEAR TEST (ASTM D-3080)

Project Name:	Direct Shear Testing	Job Number:	10650
Location of project:	Birmingham, AL	Boring No.	NA
		Sample No.	1
Description of Soil	Hydrophobic Pole Setting Foam	Depth of Sample	NA
Tested By:	Clark Lamb	Date of Testing	8/26/02
Conditions:	Mixed in dry (no water)		
Drainage:	NA		

Point	Normal stress	Shear stress	Units
1	6.9	23.0	psi
2	13.9	23.0	psi
3	27.8	23.1	psi

cohesion 22.9 psi
friction 0.3 degrees



Q O R E

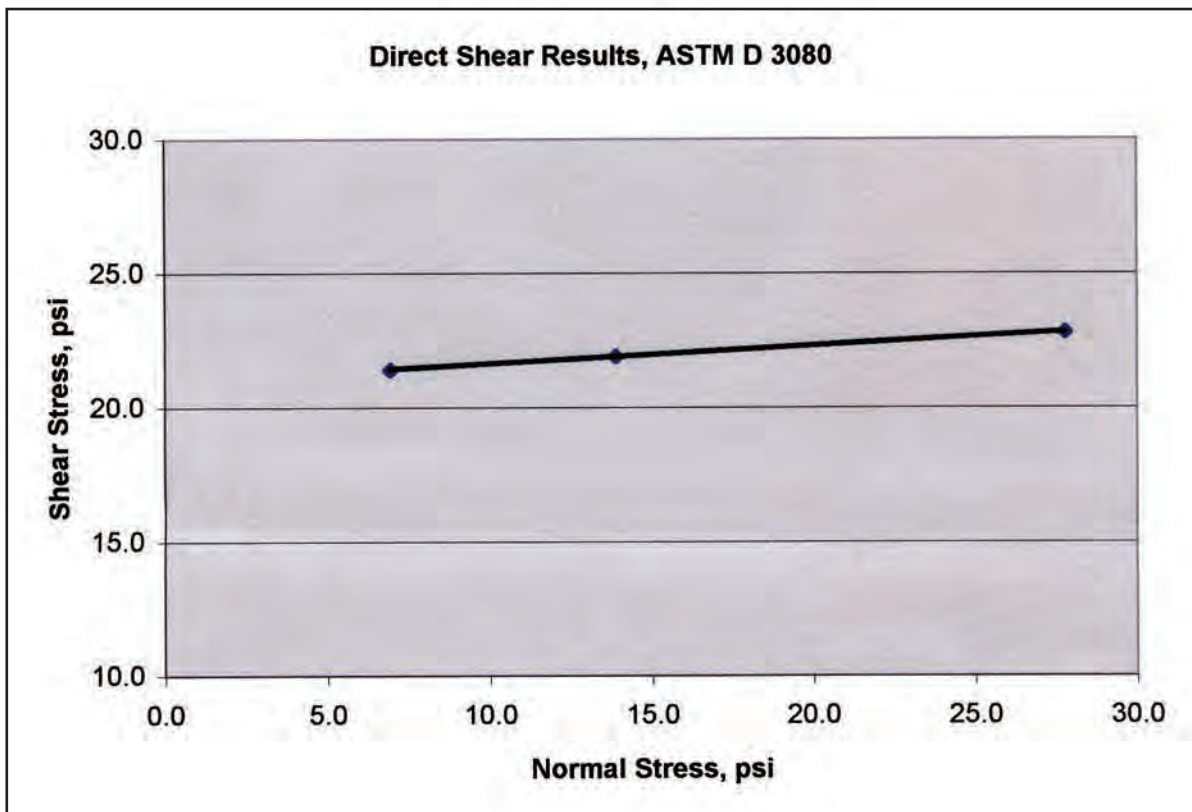
Property Sciences

DIRECT SHEAR TEST (ASTM D-3080)

Project Name:	Direct Shear Testing	Job Number:	10650
Location of project:	Birmingham, AL	Boring No.	NA
Description of Soil	Hydrophobic Pole Setting Foam	Sample No.	1
Tested By:	Clark Lamb	Depth of Sample	NA
Conditions:	Mixed w/ 10% water of volume	Date of Testing	37557
Drainage:	NA		

Point	Normal stress	Shear stress	Units
1	6.9	21.4	psi
2	13.9	21.9	psi
3	27.8	22.8	psi

cohesion 20.9 psi
friction 3.8 degrees





RAINBOW
TECHNOLOGY CORPORATION

261 Cahaba Valley Pkwy • Pelham, AL 35124-1146 • 800.637.6047 • Fax 800.521.6896
E-mail: sales@rainbowtech.net • Website: www.rainbowtech.net



Safety Data Sheet (SDS)

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Pole Setting Foam - Part A
Product No.: 79701, 79702, 79703, 79705, 79706, 79707, 79709
Manufacturer: Rainbow Technology Corporation 1-800-637-6047
Contact: Larry Joe Steeley, Jr.
Emergency Phone No. (24 Hrs.): **CHEM-TEL 1-800-255-3924**
SDS Issue Date: 7/10/2024
SDS Replaces Date: 2/21/2022

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Appearance	liquid
Color	Light Amber
Odor	characteristic

GHS Classification

Eye irritation : Category 2A

GHS label elements

Hazard pictograms :



Signal Word : Warning

Hazard Statements:

H319 Causes serious eye irritation.

Precautionary Statements:

Prevention: P264 Wash skin thoroughly after handling. P280 Wear eye protection/ face protection.

Response: P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing. P337 + P313 If eye irritation

Safety Data Sheet (SDS)

persists: Get medical advice/ attention.

Potential Health Effects

Carcinogenicity:

IARC

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous ingredients

Chemical name	CAS-No.	Concentration [%]
1,1',1'',1'''-ethylenedinitrilotetrapropan-2-ol	102-60-3	10 - 20
glycerol	56-81-5	1 - 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

- General advice : Show this material safety data sheet to the doctor in attendance.
Symptoms of poisoning may even occur after several hours; therefore medical observation for at least 48 hours after the accident.
- If inhaled : Remove person to fresh air. If signs/symptoms continue, get medical attention.
In case of unconsciousness bring patient into stable side position for transport.
- In case of skin contact : If skin irritation persists, call a physician.
- In case of eye contact : Flush eyes with water at least 15 minutes. Get medical

Safety Data Sheet (SDS)

	attention if eye irritation develops or persists.
If swallowed	: If accidentally swallowed obtain immediate medical attention. Rinse mouth with water. If conscious, drink plenty of water. Do NOT induce vomiting. If symptoms persist, call a physician.
Most important symptoms and effects, both acute and delayed	: Causes serious eye irritation.
Notes to physician	: No further relevant information available.

SECTION 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water mist Foam Dry powder Carbon dioxide (CO ₂)
Specific hazards during fire fighting	: No further relevant information available.
Specific extinguishing methods	:
Further information	: In the event of fire, wear self-contained breathing apparatus. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for fire-fighters	: No special protective measures against fire required.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	: Use personal protective equipment. Ensure adequate ventilation.
Environmental precautions	: The product should not be allowed to enter drains, water courses or the soil. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for containment and cleaning up	: Ensure adequate ventilation. Send for recovery or disposal in suitable containers. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Dispose of contaminated material as waste according to

Safety Data Sheet (SDS)

section 13.

SECTION 7. HANDLING AND STORAGE

- Advice on safe handling : Avoid formation of dust and aerosols.
Use only with adequate ventilation.
Handle with care.
Keep eye wash bottle available on working place.
Avoid release to the environment.
Keep out of reach of children.
- Conditions for safe storage : Keep dark, cool and dry.
Do not freeze.
- Materials to avoid :

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ingredients with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
glycerol	56-81-5	TWA (mist, respirable fraction)	5 mg/m ³	OSHA Z-1
		TWA (mist, total dust)	15 mg/m ³	OSHA Z-1
		TWA (Total)	10 mg/m ³	OSHA P0
		TWA (Respirable fraction)	5 mg/m ³	OSHA P0
		TWA	10 mg/m ³	ACGIH
		TWA (Mist - total dust)	10 mg/m ³	OSHA P0
		TWA (Mist - respirable fraction)	5 mg/m ³	OSHA P0

Engineering measures : Please take note of national and local requirements.

Personal protective equipment

Respiratory protection : Use respiratory protection unless adequate risk management measures (exhaust/ ventilation) are provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.
In case of brief exposure or low pollution (exceeding of TLV)

Safety Data Sheet (SDS)

use breathing filter apparatus. In case of intensive or longer exposure

Hand protection	
Material	: Nitrile rubber
Remarks	: The glove material has to be impermeable and resistant to the product/the substance/the preparation. The exact break through time can be obtained from the protective glove producer and this has to be observed.
Eye protection	: Tightly fitting safety goggles
Skin and body protection	: Protective clothing
Protective measures	: Keep away from food, drink and animal feeding stuffs. Instantly remove any soiled and impregnated garments. Wash hands before breaks and immediately after handling the product. Avoid contact with the eyes and skin. Store protective clothing separately.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Color	: Light Amber
Odor	: characteristic
Odor Threshold	: is not determined
pH	: substance/mixture is non-polar/aprotic
Melting point/freezing point	: is not determined
Boiling point/boiling range	: is not determined
Evaporation rate	: is not determined
Flammability (solid, gas)	: Not classified as a flammability hazard
Upper explosion limit	: Upper flammability limit is not determined
Lower explosion limit	: Lower flammability limit is not determined
Vapor pressure	: is not determined
Relative vapor density	: is not determined
Density	: 1.03 g/cm ³
Solubility(ies)	
Water solubility	: not miscible or difficult to mix
Partition coefficient: n-octanol/water	: no data available

Safety Data Sheet (SDS)

Autoignition temperature	: not self-igniting
Thermal decomposition	: Not applicable
Explosive properties	: Not explosive

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No further relevant information available.
Chemical stability	: No decomposition if used according to the specifications.
Possibility of hazardous reactions	: None known.
Conditions to avoid	: No further relevant information available.
Incompatible materials	: No further relevant information available.
Hazardous decomposition products	: No hazardous decomposition products are known.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

No data available

Skin corrosion/irritation

No data available

Serious eye damage/eye irritation

No data available

Respiratory or skin sensitization

No data available

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

STOT-single exposure

No data available

STOT-repeated exposure

Safety Data Sheet (SDS)

No data available

Aspiration toxicity

No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

Components:

glycerol :

Partition coefficient: n-octanol/water : log Pow: -1.76

Mobility in soil

Product:

Mobility : Medium: Soil
Remarks: Do not allow product to reach ground water, water bodies or sewage system.

Other adverse effects

No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Do not dispose of with domestic refuse.
Do not dispose of waste into sewer.
Hand over to disposers of hazardous waste.
Can be deposited with household garbage after solidification following consultation with the operator of the waste disposal facility and the pertinent authorities and under adherence to the necessary technical regulations.
The generation of waste should be avoided or minimized wherever possible.
Incinerate under controlled conditions in accordance with all local and national laws and regulations.
Disposal must be made according to official regulations.

Contaminated packaging : Disposal must be made according to official regulations.

Safety Data Sheet (SDS)

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

Not regulated as a dangerous good

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

Domestic regulation

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

SARA 311/312 Hazards : Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

US State Regulations

California Prop 65 : Please contact Supplier for more information.

The ingredients of this product are reported in the following inventories:

TCSI	Not in compliance with the inventory
TSCA	All substances listed as active on the TSCA inventory
AIIC	Not in compliance with the inventory

Safety Data Sheet (SDS)

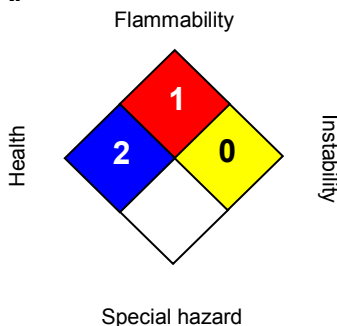
DSL	All components of this product are on the Canadian DSL
ENCS	Not in compliance with the inventory
ISHL	Not in compliance with the inventory
KECI	Not in compliance with the inventory
PICCS	Not in compliance with the inventory
IECSC	Not in compliance with the inventory
NZIoC	Not in compliance with the inventory
CHINV	The mixture contains substances listed on the Swiss Inventory
REACH	Not in compliance with the inventory
	Not in compliance with the inventory
	Not in compliance with the inventory
TECI	Not in compliance with the inventory
Inventories Legend TSCA (USA), DSL (Canada), REACH(Europe), AIIIC (Australia), NZIoC (New Zealand), ENCS (Japan), KECI (Korea), PICCS (Philippines), IECSC (China), TWINV (Taiwan)	

SECTION 16. OTHER INFORMATION

Prepared by: Global Regulatory Department
EU-MSDS@hbfuller.com

Further information

NFPA:



HMIS III:

HEALTH	0
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

This material safety datasheet only contains information relating to safety and does not replace any product information or product specification.

The information and recommendations set forth herein are believed to be accurate. Because some of the information is derived from information provided to the H.B. Fuller Company from its suppliers, and because the H.B. Fuller Company has no control over the conditions of handling and use, the H.B. Fuller Company makes no warranty, expressed or implied, regarding the accuracy of the data or the results to be obtained from the use thereof. The information is supplied solely for your information and consideration, and the H.B. Fuller Company assumes no responsibility for use or reliance thereon. It is the responsibility of the user of H.B. Fuller Company products to comply with all applicable federal, state and local laws and regulations.

Safety Data Sheet (SDS)

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Pole Setting Foam - Part B

Product No.: 79701, 79702, 79703, 79705, 79706, 79707, 79709

Manufacturer: Rainbow Technology Corporation 1-800-637-6047

Contact: Larry Joe Steeley, Jr.

Emergency Phone No. (24 Hrs.): CHEM-TEL 1-800-255-3924

SDS Issue Date: 7/10/2024

SDS Replaces Date: 2/21/2022

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Appearance	liquid
Color	brown
Odor	characteristic

GHS Classification

Acute toxicity (Inhalation) : Category 4
Skin irritation : Category 2
Eye irritation : Category 2A
Respiratory sensitization : Category 1
Skin sensitization : Category 1
Carcinogenicity : Category 2
Specific target organ toxicity - : Category 3 (Respiratory system)
single exposure
Specific target organ toxicity - : Category 1
repeated exposure

GHS label elements

Safety Data Sheet (SDS)

Hazard pictograms

:



Signal Word

: Danger

Hazard Statements:

H315 Causes skin irritation. H317 May cause an allergic skin reaction. H319 Causes serious eye irritation. H332 Harmful if inhaled. H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled. H335 May cause respiratory irritation. H351 Suspected of causing cancer. H372 Causes damage to organs through prolonged or repeated exposure.

Precautionary Statements:

Prevention: P201 Obtain special instructions before use. P202 Do not handle until all safety precautions have been read and understood. P260 Do not breathe mist or vapors. P264 Wash skin thoroughly after handling. P270 Do not eat, drink or smoke when using this product. P271 Use only outdoors or in a well-ventilated area. P272 Contaminated work clothing must not be allowed out of the workplace. P280 Wear protective gloves/ protective clothing/ eye protection/ face protection. P285 In case of inadequate ventilation wear respiratory protection.

Response: P302 + P352 IF ON SKIN: Wash with plenty of soap and water. P304 + P340 + P312 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/ doctor if you feel unwell. P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P308 + P313 IF exposed or concerned: Get medical advice/ attention. P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention. P337 + P313 If eye irritation persists: Get medical advice/ attention. P342 + P311 If experiencing respiratory symptoms: Call a POISON CENTER/ doctor. P362 Take off contaminated clothing and wash before reuse.

Storage: P403 + P233 Store in a well-ventilated place. Keep container tightly closed. P405 Store locked up.

Disposal: P501 Dispose of contents/ container to an approved waste disposal plant.

Potential Health Effects

Aggravated Medical Condition : None known.

Symptoms of Overexposure : Breathing difficulties

Carcinogenicity:

IARC

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Safety Data Sheet (SDS)

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous ingredients

Chemical name	CAS-No.	Concentration [%]
Polymethylene polyphenyl isocyanate	9016-87-9	90 - 100
Polymethylene polyphenyl isocyanate		90 - 100
methylenediphenyl diisocyanate	26447-40-5	70 - 90
4,4'-Methylenediphenyl diisocyanate	101-68-8	50 - 70
o-(p-isocyanatobenzyl)phenyl isocyanate	5873-54-1	10 - 20
2,2'-methylenediphenyl diisocyanate	2536-05-2	1 - 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

- General advice : Show this material safety data sheet to the doctor in attendance.
- If inhaled : Move to fresh air.
If symptoms persist, call a physician.
- In case of skin contact : Get medical attention if irritation develops and persists.
Take off contaminated clothing and shoes immediately.
Wash contaminated clothing before re-use.
- In case of eye contact : In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
- If swallowed : Do not induce vomiting. If conscious, give 2 glasses of water.
Get immediate medical attention.
- Most important symptoms and effects, both acute and delayed : Breathing difficulties
Causes skin irritation.
May cause an allergic skin reaction.
Causes serious eye irritation.
Harmful if inhaled.
May cause allergy or asthma symptoms or breathing difficulties if inhaled.
May cause respiratory irritation.
Suspected of causing cancer.

Safety Data Sheet (SDS)

Causes damage to organs through prolonged or repeated exposure.

SECTION 5. FIRE-FIGHTING MEASURES

- Suitable extinguishing media : Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
- Specific hazards during fire fighting : Burning produces irritant fumes.
- Special protective equipment for fire-fighters : In the event of fire, wear self-contained breathing apparatus. Use personal protective equipment.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Refer to protective measures listed in sections 7 and 8.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material. Shovel into suitable container for disposal. Neutralize with the following product(s): Ammonia

SECTION 7. HANDLING AND STORAGE

- Local/Total ventilation : Use only with adequate ventilation.
- Advice on safe handling : Protect from moisture. Avoid inhalation, ingestion and contact with skin and eyes.
- Materials to avoid : No special restrictions on storage with other products.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ingredients with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Polymethylene polyphenyl	9016-87-9	TWA	0.005 ppm	ACGIH

Safety Data Sheet (SDS)

isocyanate				
		C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL
4,4'-Methylenediphenyl diisocyanate	101-68-8	TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		C	0.2 ppm 0.2 mg/m3	NIOSH REL
		TWA	0.005 ppm	ACGIH
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL
		C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL
2,2'-methylenediphenyl diisocyanate	2536-05-2	C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		TWA	0.005 ppm	ACGIH
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL

Engineering measures : Use local exhaust ventilation or other engineering controls to

Safety Data Sheet (SDS)

minimize exposures.

Personal protective equipment

Respiratory protection	: Use respiratory protection unless adequate risk management measures (exhaust/ ventilation) are provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.
Hand protection	
Material	: Nitrile rubber
Eye protection	: Safety glasses with side-shields
Hygiene measures	: Avoid contact with skin, eyes and clothing. Provide adequate ventilation.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Color	: brown
Odor	: characteristic
Odor Threshold	: no data available
pH	: Not applicable
Melting point/freezing point	: is not determined
Initial boiling point and boiling range	: is not determined
Flash point	: Not applicable
Evaporation rate	: is not determined
Flammability (solid, gas)	: Not classified as a flammability hazard
Upper explosion limit	: Upper flammability limit is not determined
Lower explosion limit	: Lower flammability limit is not determined
Vapor pressure	: is not determined
Density	: 1.24 g/cm ³ (20 °C)
Solubility(ies)	
Water solubility	: is not determined
Partition coefficient: n-octanol/water	: no data available
Autoignition temperature	: is not determined

Safety Data Sheet (SDS)

Viscosity
Viscosity, kinematic : is not determined

SECTION 10. STABILITY AND REACTIVITY

Reactivity : Container can be pressurized by carbon dioxide due to reaction with humid air and/or water.

Chemical stability : The product is chemically stable.

Possibility of hazardous reactions : Hazardous polymerization does not occur.

Incompatible materials : Amines
Strong acids and strong bases

Hazardous decomposition products : Stable under normal conditions.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute inhalation toxicity : Acute toxicity estimate : 11 mg/l
Exposure time: 4 Hours
Test atmosphere: vapor
Method: Calculation method

Components:

Polymethylene polyphenyl isocyanate:

Acute inhalation toxicity : LC50 Rat: 0.49 mg/l
Exposure time: 4 h
Test atmosphere: dust/mist

methylenediphenyl diisocyanate:

Acute inhalation toxicity : Acute toxicity estimate : 1.5 mg/l
Test atmosphere: dust/mist
Method: Calculation method

4,4'-Methylenediphenyl diisocyanate:

Acute inhalation toxicity : Acute toxicity estimate : 1.5 mg/l
Test atmosphere: dust/mist
Method: Expert judgment

o-(p-isocyanatobenzyl)phenyl isocyanate:

Safety Data Sheet (SDS)

Acute inhalation toxicity : Acute toxicity estimate : 1.5 mg/l
Test atmosphere: dust/mist

Skin corrosion/irritation

No data available

Serious eye damage/eye irritation

No data available

Respiratory or skin sensitization

No data available

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

STOT-single exposure

No data available

STOT-repeated exposure

No data available

Aspiration toxicity

No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

Components:

methylenediphenyl diisocyanate :

Partition coefficient: n- : log Pow: 4.5
octanol/water

Mobility in soil

No data available

Safety Data Sheet (SDS)

Other adverse effects

No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : To the best of our knowledge, this product does not meet the definition of hazardous waste under the U.S. EPA Hazardous Waste Regulations 40 CFR 261. Disposal via incineration at an approved facility is recommended, as industry best practice. Consult state, local or provincial authorities for more restrictive requirements.

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

Not regulated as a dangerous good

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

Domestic regulation

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

SARA 311/312 Hazards : Acute toxicity (any route of exposure)
Respiratory or skin sensitization
Carcinogenicity
Specific target organ toxicity (single or repeated exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

Safety Data Sheet (SDS)

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : The following components are subject to reporting levels established by SARA Title III, Section 313:

Polymethylene polyphenyl isocyanate	9016-87-9
Polymethylene polyphenyl isocyanate	
4,4'-Methylenediphenyl diisocyanate	101-68-8

Clean Air Act

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 112 (40 CFR 61):

4,4'-Methylenediphenyl diisocyanate	101-68-8
-------------------------------------	----------

US State Regulations

California Prop 65 : Please contact Supplier for more information.

The ingredients of this product are reported in the following inventories:

TCSI	Not in compliance with the inventory
TSCA	All substances listed as active on the TSCA inventory
AIIC	On the inventory, or in compliance with the inventory
DSL	All components of this product are on the Canadian DSL
ENCS	On the inventory, or in compliance with the inventory
ISHL	Not in compliance with the inventory
KECI	On the inventory, or in compliance with the inventory
PICCS	On the inventory, or in compliance with the inventory
IECSC	On the inventory, or in compliance with the inventory
NZIoC	Not in compliance with the inventory
CHINV	The mixture contains substances listed on the Swiss Inventory
REACH	Not in compliance with the inventory
	Not in compliance with the inventory
	Not in compliance with the inventory
TECI	Not in compliance with the inventory

Inventories Legend TSCA (USA), DSL (Canada), REACH(Europe), AIIC (Australia), NZIoC (New Zealand), ENCS (Japan), KECI (Korea), PICCS (Philippines), IECSC (China), TWINV (Taiwan)

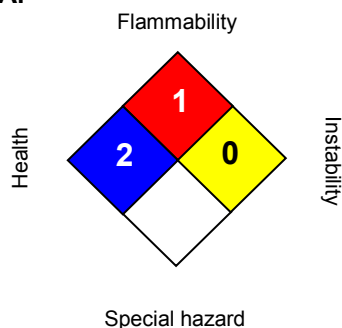
SECTION 16. OTHER INFORMATION

Prepared by: Global Regulatory Office - phone: 1-651-236-5842 - email: msds.request@hbfuller.com

Safety Data Sheet (SDS)

Further information

NFPA:



HMIS III:

HEALTH	3*
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

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CITY OF MOBILE
SPECIFICATIONS FOR GREENWAY TRAIL SEGMENT (1) LIGHT POLE &
LUMINAIRE STANDARDS
June 2025

I. General

This work shall consist of furnishing and installing the lighting system for Segment 1 of the Greenway Trail in the City of Mobile, AL. The following are the requirements for prestressed, spun-cast concrete light poles with gallery style luminaires to meet the standards established within the Greenway Trail Program. The light pole shall consist of a one-piece round tapered pole designed for direct burial foundations. The luminaire shall be a gallery style fixture with 100-W capability.

II. Materials

Materials shall meet the requirements given in Section 889 of ALDOT specifications. Prior to purchasing materials, and within 30 days after the issuance of the "Notice to Proceed", the Contractor shall submit seven copies of a complete descriptive list of all materials (wiring, conduits, boxes, mounting hardware, power control devices, luminaires, luminaire poles, etc.) to the Engineer. The submittal shall also include seven copies of "catalog cutouts" or published data sheets for each item on the list. Incomplete or inaccurate submittals will be returned to the Contractor for revision and resubmittal. Partial lists may be considered if prior approval for the submittal of a partial list is approved in writing by the Engineer. Materials shall not be installed prior to approval. The City will not be liable for materials purchased, work performed, or any delay incurred due to the failure of the Contractor to secure prior approval. Failure of the Engineer to note unsatisfactory material as received at the job site will not relieve the Contractor of the responsibility of furnishing the required material.

III. Construction Requirements

- (a.) All work shall be done in accordance with the requirements given in the current edition of the National Fire Protection Association "NFPA 70, "National Electrical Code" (NEC) and the regulations and standards of the power company providing service.
- (b.) The Contractor responsible for the performance of the work shall be licensed as a General Contractor authorized to perform electrical work by the Alabama State Licensing Board for General Contractors. At least one out of every three persons in each work crew shall be a Journeyman licensed by the Alabama Electrical Contractors Board. Journeymen shall be present and shall have direct involvement with all work required for the installation and operational testing of electrical materials and equipment. The Journeymen shall also possess an IMSA (International Municipal Signal Association) Roadway Lighting Level 1 Certification. The Contractor shall submit copies of the General Contractor license, Journeyman licenses and IMSA certifications to the Engineer as a part of the submittal of the list of materials proposed for

installation. Work shall not begin on the installation of electrical materials or equipment until copies of the licenses and certifications have been approved by the Engineer.

(c.) Electrical Power

The entity (City, County, State, etc.) that will be responsible for the eventual operation and maintenance of the roadway lighting system will make application for electrical service upon notification that power service will be required. The Contractor shall inform the Engineer when power service is required at least 30 calendar days prior to the need of the power service. This same entity will be responsible for the cost of the service connection and the monthly service billings thereafter.

(d.) General Conduit System Installation Requirements

Conduit shall be installed in accordance with the details shown on the plans or as directed by the Engineer. Rigid Nonmetallic Conduit (RNC) may be installed as a substitute for Nonmetallic Underground Conduit with Conductors (NUCC) if it is the same size and schedule as the NUCC. Conduit routing shown on the plans is diagrammatic only. Actual routing shall be in the most prudent manner as approved by the Engineer. Underground conduit depth shall be 24 inches {600 mm}, minimum, unless shown otherwise on the plans. All conduit ends (except NUCC and HDPE) shall be put together in couplings to form a smooth raceway for cables. Bushings and duct sealant shall be installed at all conduit terminations to protect the insulation of the conductors and to prevent debris from entering the conduit. Conduits shall be joined by approved methods prescribed by the manufacturer of the conduit. When conduit is installed for future use, the ends of the conduit shall be capped with a fitting listed for this purpose to prevent water and other foreign matter from entering the conduit system. The Contractor shall seed and mulch disturbed areas as directed by the Engineer. The seeding and mulching of disturbed areas shall be a subsidiary obligation of the conduit installation. Before beginning excavation, the Contractor shall determine the location of all utilities in the vicinity. Utilities shall not be damaged during construction. Conduit shall be located to avoid potential conflict with the future installation of guardrail, signposts, and other equipment and devices. A minimum of 12 inches {300 mm} clearance shall be provided between the finished lines of conduit runs and existing underground utilities. Where the underground conduit run is adjacent to concrete walls, piers, footings, etc., a minimum of 4 inches {100 mm} of undisturbed earth or firmly compacted soil shall be maintained between the conduit and the adjacent concrete. Unless shown otherwise on the plans, trenches shall not be excavated in existing pavement or paved shoulders to install conduit. When it is necessary to place conduit under an existing pavement, the conduit shall be installed in accordance with the requirements given in Section 756 of ALDOT specifications. Unless approved otherwise by the Engineer, trenches shall not remain open after normal work hours each day. Liquid Tight Flexible Metal Conduit (LFMC) or Liquid Tight Flexible Non-metallic Conduit (LFNC) as shown on the plans or directed by the Engineer shall be installed where conduits cross an expansion or open joint on bridges, barrier rails or structure. The LFMC or LFNC shall be 36 inches {900 mm} in

length and shall have a sag of not more than 3 inches {75 mm} between the fixed ends of the rigid conduit.

(e.) Nonmetallic Underground Conduit with Conductors

Nonmetallic Underground Conduit with Conductors (NUCC) shall be installed in accordance with the manufacturer's recommendations. If plowing is proposed for the installation of the NUCC, the manufacturer's recommended installation practices shall be submitted to the Engineer prior to beginning the installation. If the Engineer is not satisfied with the Contractor's performance and knowledge once installation begins, the Contractor shall arrange for a manufacturer's representative experienced in plowing methods to be at the jobsite until the Engineer determines that the Contractor is capable of properly installing the NUCC. If rock or other obstructions hinder plowing operations, the Engineer may require that conductor routes be pre-ripped to locate rock or hidden obstructions. Obstructions may be removed or the conductors routed around them as approved by the Engineer. If the "Plow Pulling" method is used, the plow operator shall have an acceptable method to insure that the manufacturer's recommended maximum tensile force on the NUCC is not exceeded. If at any time the Engineer determines the installation is not in full compliance with the intent of the manufacturer's recommended practices, the operation shall stop until a manufacturer's representative can further instruct the Contractor's personnel in the deficient areas. If the "Chute Plowing" method is used, special attention shall be given to the conductor feed chute dimensions.

(f.) Conductor Installation

1. Splices and Taps in Conductors. Splices and taps in conductors shall only be made in junction boxes and pole bases. They shall be made with solderless split bolt connectors. Splices and taps shall be protected in sealed in silicone gel filled enclosures to provide a waterproof connection and to ensure the required electrical insulation. Silicone gel filled enclosures shall be re-enterable; shall be UV resistant, listed for temperatures from -40 °C to 90 °C; and shall be impact and abrasion resistant. The enclosure shall be sized as shown: Conductor Size Gel Enclosure Size #4 AWG and smaller #2 #2 AWG #2.5 or Mini-wedge Larger than #2 AWG #3.

2. Pulling Conductors into Conduit. Conductors shall not be pulled into a conduit until the installation of the conduit is complete. Conductors in conduits shall be carefully pulled into place using approved methods so that conductors will not be damaged. Powdered soapstone, talc, or other inert lubricant specifically designed for the purpose shall be used when pulling conductors through the conduit. All conductors within a single conduit shall be pulled at the same time and shall be handled and installed in such a manner as to prevent kinks, bends or other distortion which could damage the conductor and outer covering. When conductors are pulled through hand holes, pole shafts, etc., a pad of firm rubber or other suitable materials shall be placed between the conductors and the edges of the opening to prevent damage to the conductors.

(g.) Grounding and Foundations

All poles and enclosures containing electric wires and/or equipment shall be grounded. Exothermic welds or other approved connectors shall be used to connect the grounding conductor to the ground rods. A continuous grounding conductor, either bare or having a green colored insulation, shall be extended from the service ground to all equipment and shall be used for grounding purposes only. Foundations for the direct burial poles specified are to follow manufacturer recommendations for burial depths and needed soil treatments depending on the soil types present along the limits of the referenced project.

(h.) Installation of Luminaire Poles

Luminaire poles shall be installed in a vertical position. Erection shall be accomplished carefully to prevent marring the finish or otherwise damaging the pole. A screen made from 1/4 inch {6.4 mm} mesh galvanized wire cloth shall be fabricated and inserted in the pole base to prevent rodents, etc. from entering the pole. Backfill for direct burial fiberglass poles shall be as recommended by the pole manufacturer. Care shall be taken to assure the bracket arm is properly aligned.

(i.) Installation of Luminaires

The light control surfaces and glassware shall be cleaned after installation. Cleaning shall be performed in accordance with the luminaire manufacturer's recommendations. Luminaires shall be leveled, plumbed, and installed as per the manufacturers recommendations to achieve the most suitable light pattern. The Contractor shall verify that the lamp socket is in the proper position to produce the optimum lighting pattern for each luminaire, not to just meet the minimum. Each luminaire shall be adjusted to provide the most effective light pattern as directed by the Engineer after installation.

(j.) Testing Insulation

The insulation of all lighting circuits will be tested by the Engineer at the load side of the contactors or circuit breakers. These tests shall be made with a 500-volt DC Megger Tester. Any reading of 250,000 ohms to ground or higher is satisfactory. Any reading of less than 250,000 ohms to ground is unacceptable and shall be corrected. The Engineer may conduct additional insulation testing after the completion of the operational testing.

(k.) Ground Resistance Testing

Ground Resistance Testing. The resistance to ground will be tested by the Engineer at each lighting control center. The test will be conducted using a null balance earth tester with auxiliary ground rods placed 50 feet {15.24 m} and 100 feet {30.48 m}, respectively, from the tested ground rod. A reading of 25 ohms or less is satisfactory. Any reading over 25 ohms will require the installation of additional ground rods to be placed in a pattern as directed by the Engineer. The Engineer may conduct additional ground resistance testing after the completion of the operational testing.

(l.) Operational Testing of the System

The Contractor shall perform full operational testing of the completed lighting system after the completion of the installation of all equipment and materials, including all miscellaneous items of work required for the complete lighting system. The operational testing will not begin until the testing of the insulation, resistance to ground, and luminaire lowering devices has been completed and accepted by the Engineer. The Engineer will set the date that the operational testing will begin. The Contractor shall provide all installation and operational instructions for all lowering devices before the operational testing of the system will be allowed to begin. An operational test shall be the full operation of all components of the lighting system for a period of 30 calendar days. During this test period the Contractor shall perform all necessary adjustments (including re-aiming of luminaires) and replace all malfunctioning parts of the equipment required to place the system in a fully operational condition. Extra compensation will not be given for adjustments, maintenance, repairs and replacements during the test period. The initial test period will be suspended as directed by the Engineer during the time that the entire lighting system is not in full operation. The 30 calendar day operational test period shall be restarted or repeated if required by the Engineer due to repeated failure of the lighting system. The Engineer will perform a final inspection of the lighting system at the completion of the operational testing. If all items of work in the contract have been completed, the Engineer will suspend contract time charges during the operational testing. Upon completion of the operational testing, field tests may be conducted by the Engineer to verify that the required lighting levels and uniformity ratios are being provided. Any adjustments to the lighting system necessary to meet the design criteria shall be done at the Contractor's expense.

(m.) Warranties, Guarantee and Maintenance

The City shall be protected from any defect in the lighting system by the following:

1. The Contractor shall provide the manufacturers warranties to the City for all electrical and mechanical equipment.
2. The Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the electrical and mechanical equipment and related components for a period of one year following the date of completion of the operational check period.
3. Maintenance repair work may be required for long duration contracts. In the case of long duration contracts the Contractor shall perform maintenance repair work on the lighting system (equipment, devices, structures and hardware) from the end of the one year warranty period until the end of contract time charges. Maintenance repair work during this time period will be paid for as "Extra Work" in accordance with the requirements given in Article 109.04.

The City will not make the final payment for work under this Section until the warranties, guaranties and contact information are furnished to the Engineer.

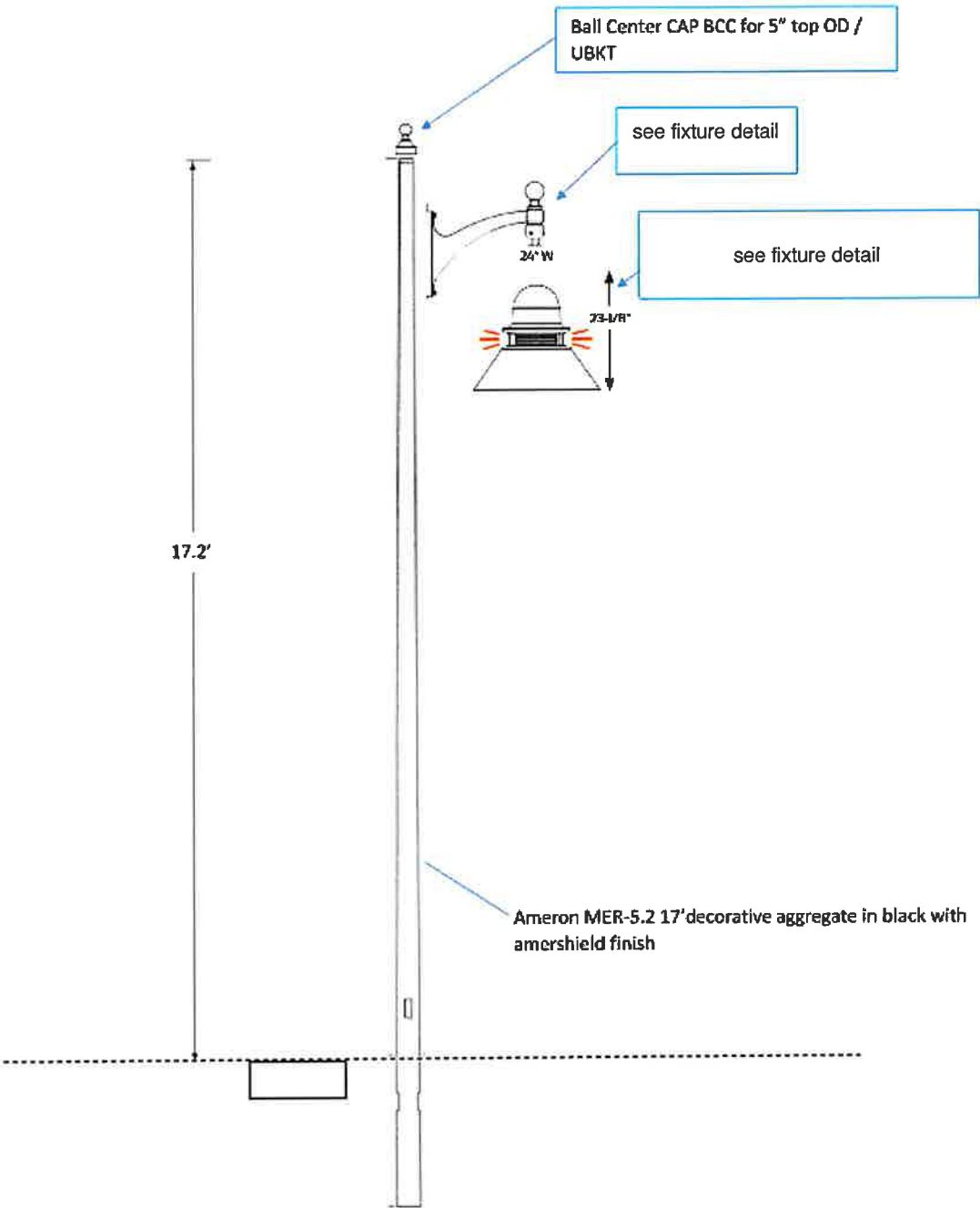
IV. Light pole.

The pole shall be manufactured of prestressed, spun-cast concrete that is centrifugally casted. The round pole shall be 17-feet in height with a nominal 7-7/8"-inch outside bottom diameter at the base and a top pole diameter of 5 1/8"-inch. The poles overall length shall be 22' to allow for ample burial depth. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole. **The pole shall be a decorative aggregate in black with protective finish (Amershield protective finish or equivalent).** Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included). The pole will be capped per manufacturer recommendations.

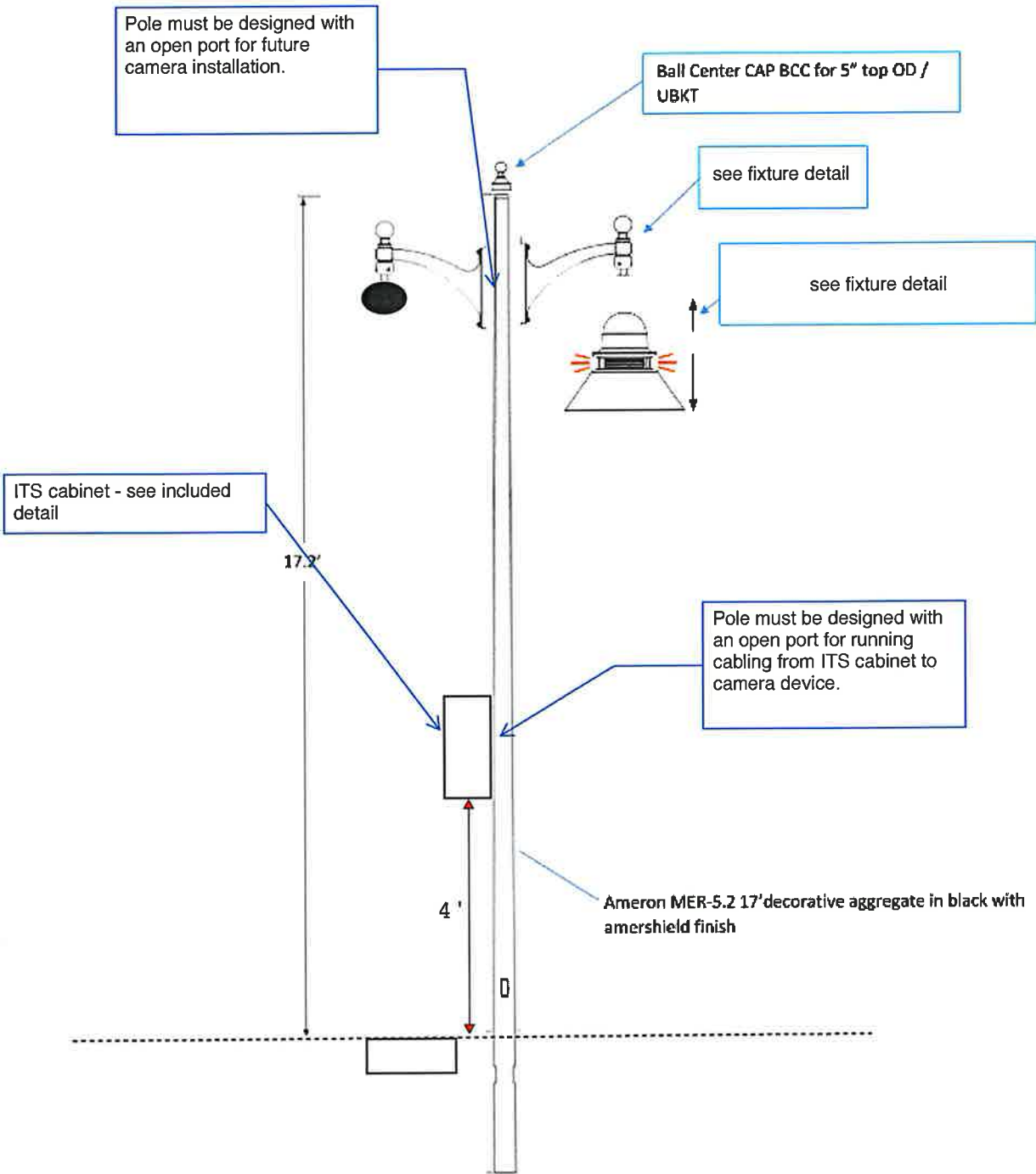
V. Luminaire.

The luminaire shall be a decorative "large gallery" style consisting of glare reducing lenses, permanent molds constructed of aluminum alloy for enhanced corrosion resistance and high tensile strength, and a field replaceable internal LED module with an IP66 rating or better. The luminaire shall be a minimum of 100 W LED fixture, designed for 120-277 volts AC. The electronic driver must be installed integral to the luminaire. The finish shall be black.

Example Illustration Light Fixture Only:



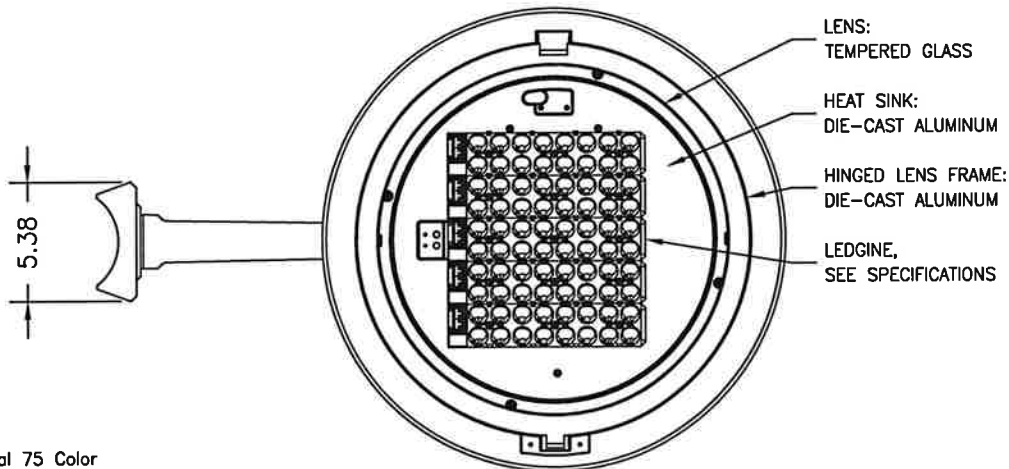
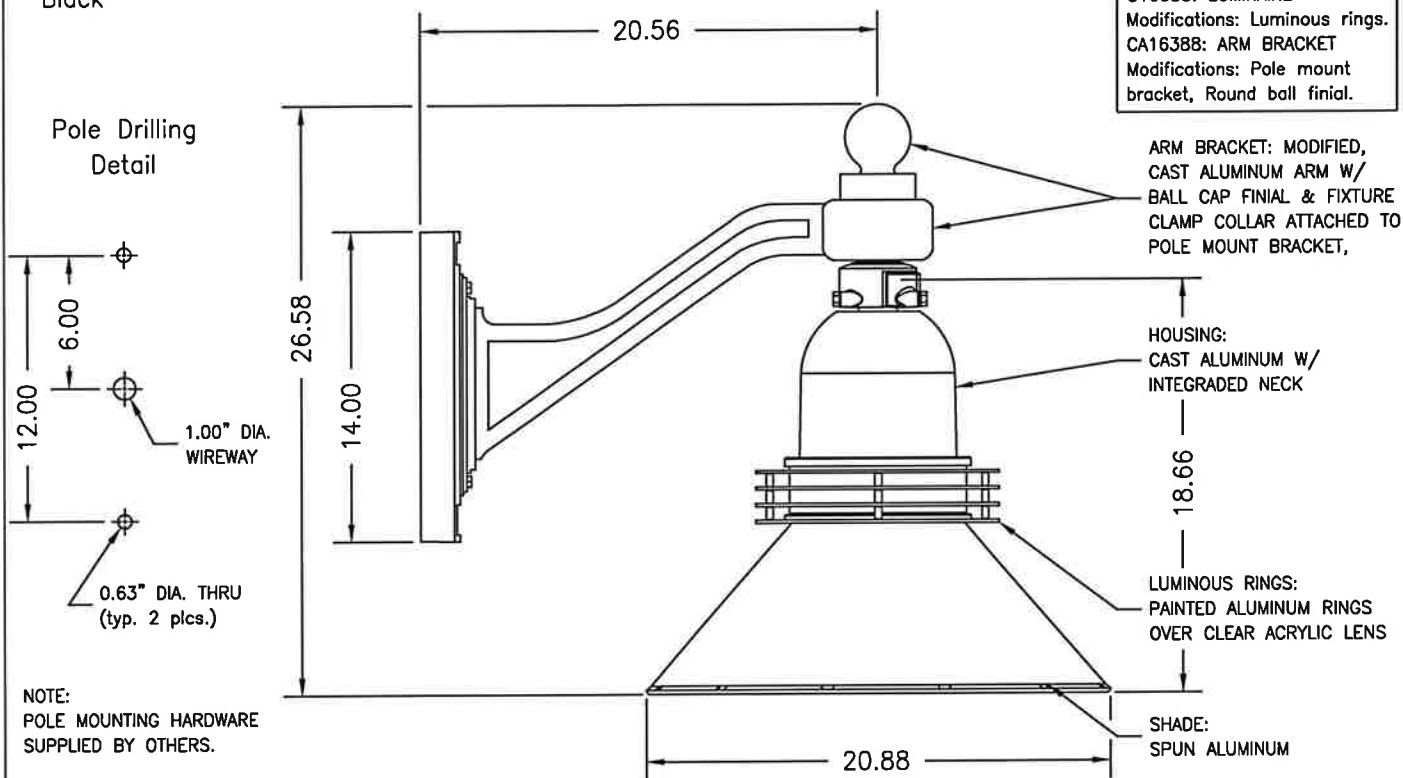
Example Illustration Light Fixture and Security Camera Mount:



Color:
Black

Ordering Guide

C16388: LUMINAIRE
Modifications: Luminous rings.
CA16388: ARM BRACKET
Modifications: Pole mount
bracket, Round ball finial.



LEDgine Specifications:

- 80, 4000K (neutral) LEDs, typical 75 Color Rendering Index (CRI), >100,000 hours of operational life (at 25°C ambient temperature & 70% luman maintenance), injection molded Type 2 optical plates, IP66 rated optical system.
- Integral Advance Xitanium LED driver, class 1, IP66 rated, 530mA, IntelliVolt 120-277 VAC, 50-60 Hz, RoHS compliant, field replaceable 10kV/10kA surge suppression.
- Delivered lumens: 16077, Wattage: 126W.

Luminaire Certifications:

- UL8750 & UL1598 compliant, ETL/cETL listed to U.S. & Canadian safety standards for wet locations, manufactured to ISO 9001:2008 standards.

CONFIDENTIAL:

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NOTICE:

This drawing is for reference only. Check for latest revision prior to ordering.

PRODUCT APPROVALS	
HADCO	SDK
CUSTOMER	

400 Crossing Blvd Suite 600
Bridgewater, NJ 08807
www.signify.com

HADCO

JOB NAME:

City of Mobile, AL - Japanese Gardens

SCALE:	DATE:	DRAWN BY:	DRAWING NUMBER:
1:8	03/12/25	SMK	C16388-DWG01
REP:	REV:	PCN:	
SESCO-Pensacola	A	25-003	
	BY:	DATE:	

Embedded style - information

Catalog Number	Pole Height "A"	Bottom Dia.	Embedded Depth "B"	Overall Length "OL"	Ultimate G.L. Moment (ft. lbs.)	Pole Weight (lbs.)
MER02.6*	8'-8"	7"	3'-2"	11'-1"	7,000	260
MER03.2*	10'-9"	7-1/4"	3'-4"	14'-1"	9,000	320
MER04.3*	14'-0"	8-1/4"	5'-8"	19'-8"	14,000	600
MER05.2*	17'-0"	7-7/8"	5'-0"	22'-0"	14,000	680
MER06	19'-8"	8"	4'-11"	24'-7"	17,440	750
MER07	23'-0"	8-3/8"	4'-7"	27'-7"	19,030	850
MER07.5	24'-7"	8-9/16"	4'-11"	29'-6"	19,910	950
MER08	26'-3"	8-13/16"	4'-11"	31'-2"	20,790	1,050
MER08.5	27'-11"	9"	4'-11"	32'-10"	21,660	1,150
MER09	29'-6"	9-1/4"	5'-3"	34'-9"	22,540	1,200
MERX10	32'-10"	9-3/4"	5'-7"	38'-5"	30,800	1,650
MERX11	36'-0"	11-15/16"	6'-8"	42'-8"	42,200	2,100
MERX12	39'-4"	12-7/16"	6'-7"	45'-11"	47,500	2,500
MERX13	42'-8"	13"	6'-6"	49'-2"	49,300	2,850
MERX13.9	45'-7"	13-1/2"	6'-11"	52'-6"	52,700	3,000

Concrete Pole Specifications Highlighted

Line	Part Family	Product/Description	Plant	Qty
1.0	E-MER05.2	MER05.2 - POLE MED EMB RD 17,MIX 6P BLACK PEBBLESTONE, FINISH: EXPOSED AGGREGATE FINISH, COATING: COATING I AMERSHIELD CLEAR, STRUCTURAL MODS: DCI MOD CORROSION INHIBITOR MIX MODIFICATION, CAST IN MODS SINGLE SIDEMOUNT , CVR HH 66516E 90 CURV 1-5/8X7 AL, STANDARD (STD) DOOR SCREW,, FE MOD POLE BASE PREPARATION FOR FREEZING / CORROSIVE ENVIRONMENTS, CAP ASY BALL 5X5-1/8 AL, Loading: (1) Luminaire (0.86 sq. ft. EPA, 21 lbs) Luminaire by Others., Per Drawing#	ANNISTON	27
2.0	E-MER05.2	MER05.2 - POLE MED EMB RD 17, MIX 6P BLACK PEBBLESTONE FINISH: EXPOSED AGGREGATE FINISH, COATING: COATING I AMERSHIELD CLEAR, STRUCTURAL MODS: DCI MOD CORROSION INHIBITOR MIX MODIFICATION, CAST IN MODS MOD DOUBLE SIDEMOUNTS FOR (1) FIXTURE AND (1) CAMERA, CVR HH 66516E 90 CURV 1-5/8X7 AL, STANDARD (STD) DOOR SCREW, SINGLE 2" COUPLINGFOR ITS CABINET. FOR FE MOD POLE BASE PREPARATION FOR FREEZING / CORROSIVE ENVIRONMENTS, , CAP ASY BALL 5X5-1/8 AL, Loading: (1) Luminaire (0.86 sq. ft. EPA, 20 lbs) (1) camera 2.0 sq.ft EPA, 20lbs. and (1) 14" x 11" x 11"2.0 sq.ft EPA, 50lbs cabinet @ . Luminaire, camera and cabinet by Others., Per Drawing#	ANNISTON	15

Appendix:

Product Contact:

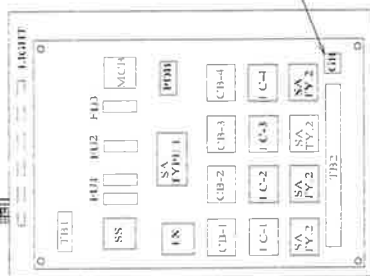
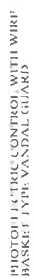
Hank Lawson
Specification Sales
SESCO Lighting, Inc
Tel: 850-262-0370
Cell: 850-572-2478
hlawson@sescolighting.com

Product Suppliers:

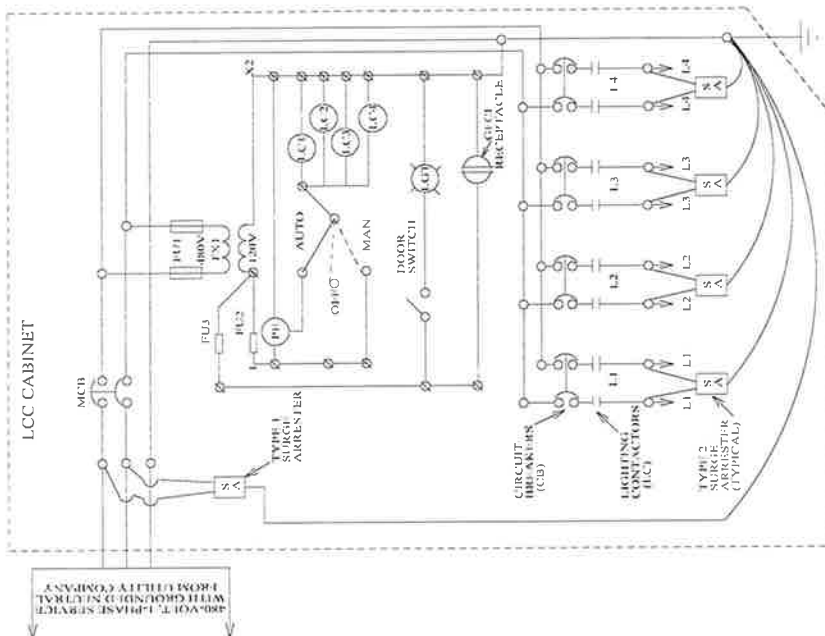
Clower Electric
2488 Halls Mill Road
Mobile, AL 36606
251-471-6176

Stuart C Irby Company
3232 Moffet Road
Mobile, AL 36607
251-433-3911

Sequel Electrical Supply
3307 Moffet Road
Mobile, AL 36607
251-450-1078



TYPICAL LIGHTING
CONTROL CENTER (LCC)
INTERIOR LAYOUT



NOTE
11.1, 11.3, AND 11.4
ARE TYPICAL LIGHTING
FINDER CIRCUITS.
SEE PLAN ASSIMILY FOR
CIRCUIT QUANTITIES,
CONDUCTOR SIZES,
AND LOCATIONS.

[illegible]

NOTES:

- ENCLOSURE: RM672430A1253R-332L-GDOT_SPECDWG
- UL LISTED TYPE 3R, VENTED
- MATERIAL: .125 ALUMINUM, 5052-H32 MARINE GRADE
- FINISH: NATURAL MILL FINISH
- ALL EXTERIOR WELDS ARE MIG
- 3-POINT MAIN DOOR LATCH, W/.25 ALUM LOCKING BARS
- LOCKING BARS HAVE NYLON ROLLERS W/ BALL BEARINGS
- STAINLESS STEEL HANDLE WITH PADLOCKABLE HASP
- DOOR LOCKS, CORBIN STYLE #2 LOCK-BRASS, W/2 KEYS
- REUSABLE METAL FILTER OVER DOOR LOUVERS AND METAL COVER
- DOOR RESTRAINTS AT BOTTOM, POSITIONS AT 90°, 120° AND 180°
- VENTED TOP OF ENCLOSURE
- ALL STAINLESS STEEL HARDWARE
- 19" RACK MOUNT CHASSIS, EIA SPACING
- FAN MOUNTING PLATE FOR (2) 100 CFM FANS AND T-STAT CONTROL
- LIFTING EARS, .250 ALUM
- CONTINUOUS PIANO HINGES, SST
- PROVISIONS FOR PAD MOUNTING IN OPEN BOTTOM
- SLIDE OUT RACK MOUNTED STORAGE SHELF, 1 RU, .125 ALUM
- RACK MOUNTED VENTED FIXED SHELF, 1 RU, .125 ALUM
- (2) SWITCH MOUNTING BRACKETS FOR FRNT/REAR DOOR SWITCHES
- DOCUMENT HOLDER HOOKS ON FRONT DOOR
- SIDE PANELS, .125 ALUM, FASTENED TO 19" RACK

SECTION A-A

SECTION B-B

SECTION C-C

FRONT VIEW

REAR VIEW

FRONT VIEW

REAR VIEW

QTY	REV	BY	DATE	DESCRIPTION	DCOM	THROW
1	1			PHOTO TYPE RELEASE		

APX

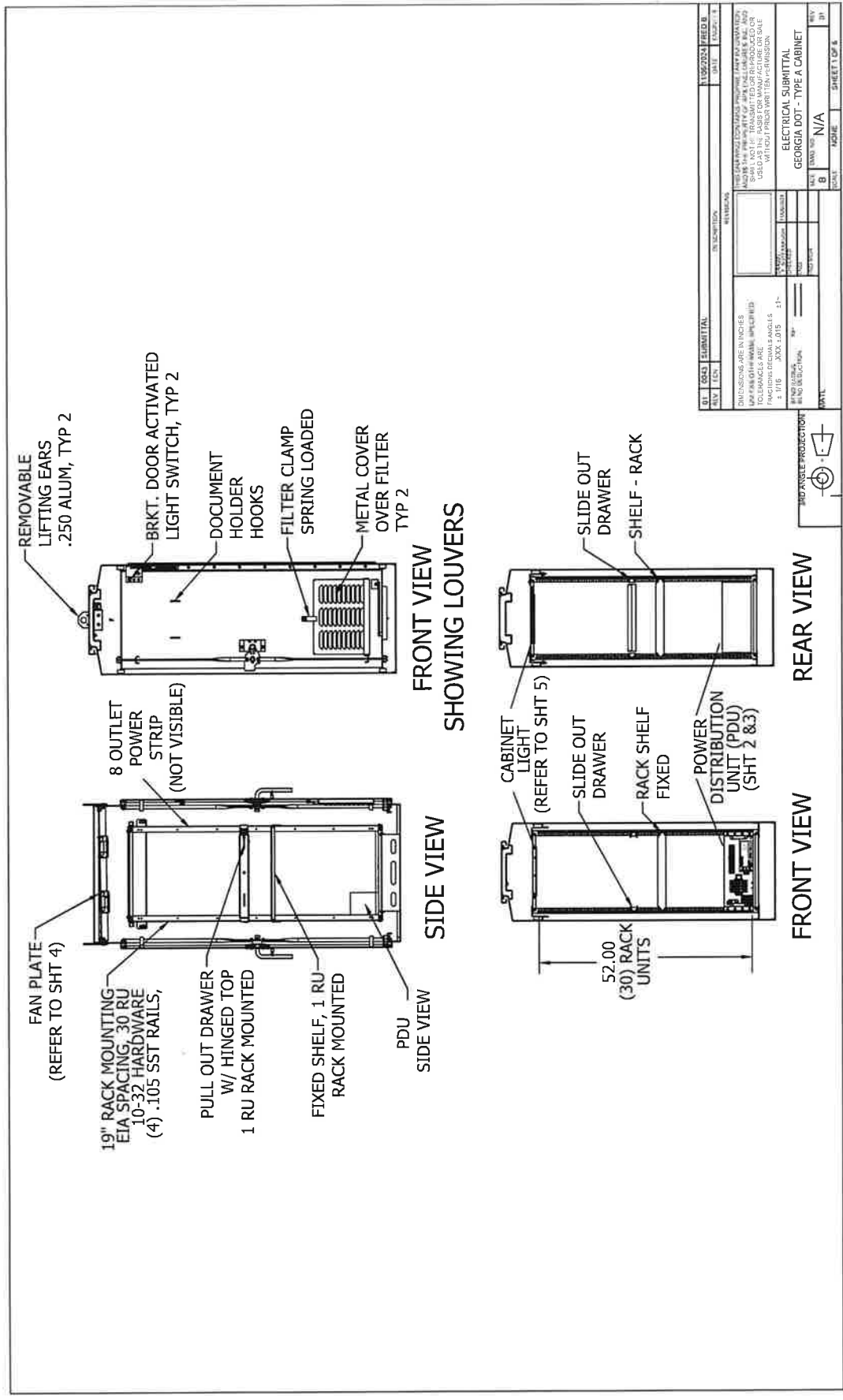
UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
TOLERANCES ARE:
FRACTIONS DECIMALS ANGLES
XXX.XXX XXX.XXX .1"

END BOARD
90° REACTION
195.74 lbmass

RM672430A1253R-332L-GDOT_SPECDWG

SHEET 1 OF 1

1030200



REV	DATE	DESCRIPTION	BY	CHKD	APP'D
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NOTE: THE LAYOUT AND COMPONENTS SHOWN HERE MAY DIFFER SLIGHTLY FROM THE FINAL APPROVED VERSION.

NOTE: THE BOM SHOWN HERE IS REPRESENTATIVE OF THE COMPONENTS USED BUT MAY DIFFER SLIGHTLY IN THE FINAL VERSION.

AC POWER DISTRIBUTION UNIT

RACK MOUNTED PDU PLATE
ISOMETRIC VIEW

NOTE: THE BOM SHOWN HERE IS REPRESENTATIVE OF THE COMPONENTS USED BUT MAY DIFFER SLIGHTLY IN THE FINAL VERSION.

Parts List			
ITEM	PART #	QTY	DESCRIPTION
1	TBA	1	BACK PNL-TCSM1815XXA125-MIDASC
2	TBA	1	FRONT PLATE
3	1010735	2	PHMS-PHILLIPS #8-32 x 1/2 LG SST
4	1012576	2	WASHER-FLAT-SST-#8 MED-.040 THK
5	1010890	1	CIRCUIT BREAKER, 1 POLE, 50 AMP
6	1010874	2	CIRCUIT BREAKER, 1 POLE, 15 A, 10kA
7	1012580	14	WASHER-FLAT-SST-#10 MED-.040 THK
8	1017536	1	DIN RAIL, 35MM x 7.5MM x 5.00" LG
9	1010723	4	RHMS-SLOTTED #6-32 x 3/8 LG-SST
10	1012520	1	TERMINAL BLOCK, 12 POS., 30A, 600V
11	1010710	14	PHMS-PHILLIPS #10-32 x .50 LG SST
12	1019275	1	POWER DIST BLOCK, 3 POLE, 115 AMP
13	1012578	14	LOCKWASHER-SST-#10 EXTERNAL TOOTH
14	1022489	1	SURGE SUPP., 120/240 VAC, 2 PH, 50KA
15	1022490	1	BRACKET, MOUNTING, FOR 1022489
16	1011078	1	LOCKNUT-3/4"
17	1013567	1	SEALING RING-3/4"-4X
18	1010898	2	PANELBOARD FILLER PLATE
19	1015092	1	RECEPT-GFCI-20A-IVORY
20	1010726	1	PHMS-PHILLIPS-SEMS-#6-32 x 1/2LG-SST
21	1012573	7	WASHER-FLAT-SST-#6 MED-.040 THK
22	N/A	-	N/A
23	1010879	1	GROUND BAR, PK12GTA
24	1027418	2	SCREW, PHILLIPS, 10-32, 3/4" LG FILLISTER
25	1012531	1	POWER DIST. BLOCK, 80 AMP, 7-POS.
26	TBA	1	PLEXIGLAS WINDOW
27	N/A	-	N/A
28	TBA	1	PLEXIGLAS WINDOW

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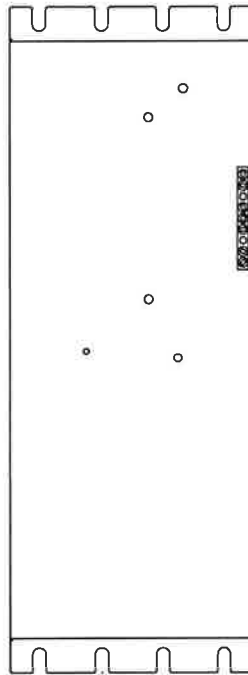
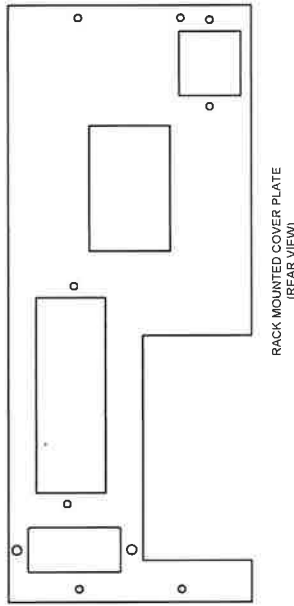
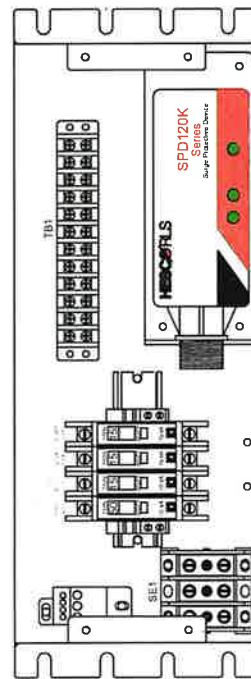
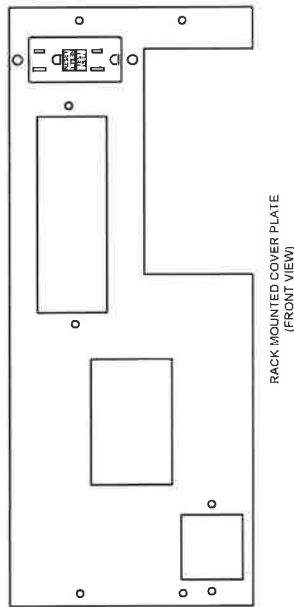
REVISIONS

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NOTE: THE LAYOUT AND COMPONENTS SHOWN HERE
MAY DIFFER SLIGHTLY FROM THE FINAL APPROVED VERSION.



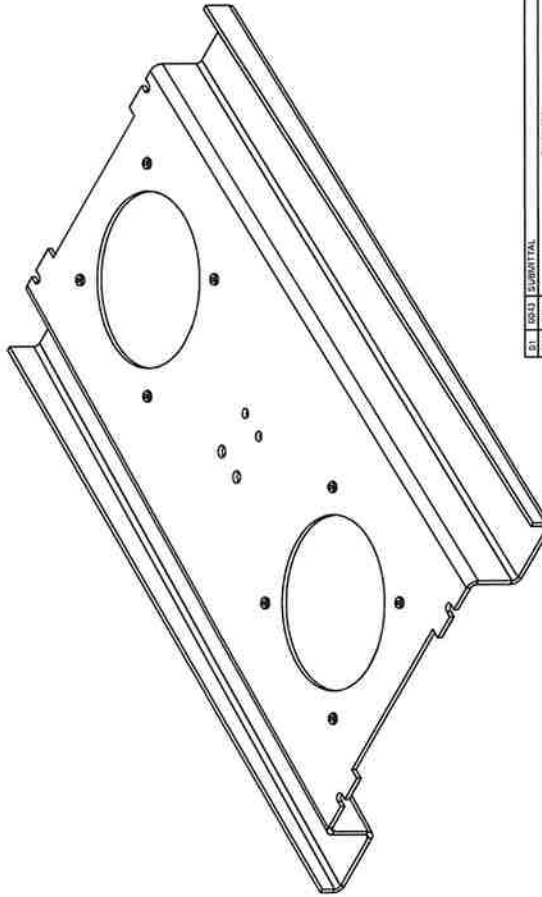
AC POWER DISTRIBUTION UNIT

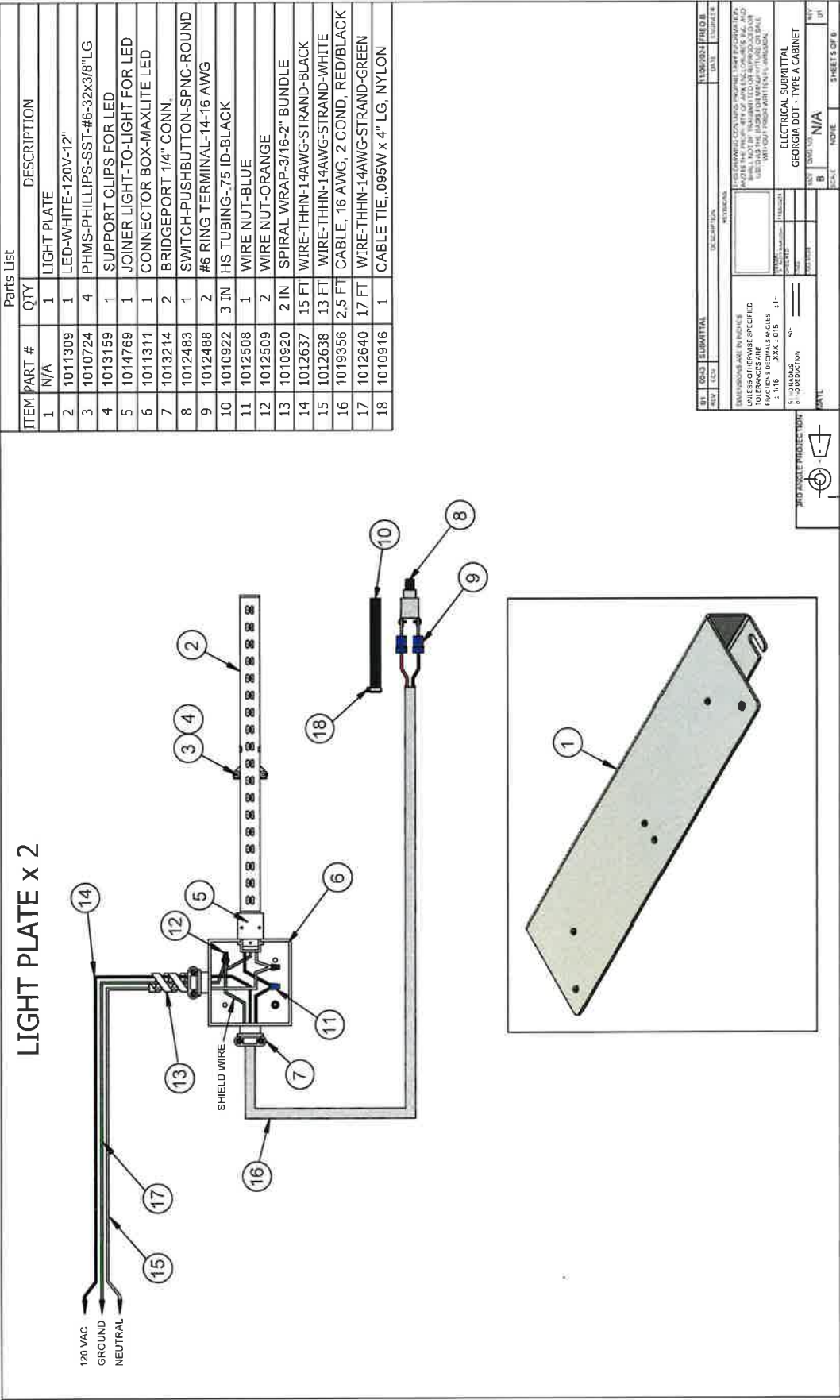
Q1	Q043	SUBMITTAL	DESCRIPTION	1500-2224	FIELD B
REV	1	1/20	1/20	1/20	1/20
DESIGNATION: AC POWER DISTRIBUTION UNIT THIS DRAWING CONTAINS INFORMATION THAT IS UNCLASSIFIED AND UNCONTROLLED. IT IS THE PROPERTY OF THE U.S. GOVERNMENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PRIOR WRITTEN PERMISSION. EXEMPTIONS ARE: 1.1/18 2.1/18 3.1/18 4.1/18 5.1/18 6.1/18 7.1/18 8.1/18 9.1/18 10.1/18 11.1/18 12.1/18 13.1/18 14.1/18 15.1/18 16.1/18 17.1/18 18.1/18 19.1/18 20.1/18 21.1/18 22.1/18 23.1/18 24.1/18 25.1/18 26.1/18 27.1/18 28.1/18 29.1/18 30.1/18 31.1/18 32.1/18 33.1/18 34.1/18 35.1/18 36.1/18 37.1/18 38.1/18 39.1/18 40.1/18 41.1/18 42.1/18 43.1/18 44.1/18 45.1/18 46.1/18 47.1/18 48.1/18 49.1/18 50.1/18 51.1/18 52.1/18 53.1/18 54.1/18 55.1/18 56.1/18 57.1/18 58.1/18 59.1/18 60.1/18 61.1/18 62.1/18 63.1/18 64.1/18 65.1/18 66.1/18 67.1/18 68.1/18 69.1/18 70.1/18 71.1/18 72.1/18 73.1/18 74.1/18 75.1/18 76.1/18 77.1/18 78.1/18 79.1/18 80.1/18 81.1/18 82.1/18 83.1/18 84.1/18 85.1/18 86.1/18 87.1/18 88.1/18 89.1/18 90.1/18 91.1/18 92.1/18 93.1/18 94.1/18 95.1/18 96.1/18 97.1/18 98.1/18 99.1/18 100.1/18					
BRAND: HUBBELL MODEL: SPD-120K DATE: 1/20 SCALE: N/A SHEET 2 OF 6					

This diagram illustrates the wiring harness assembly for the fan system. It shows two fans (2) connected to a central control unit (3) via fan cords (4, 5, 6). The control unit is connected to a power source (7) and a ground (8). The power source is connected to a terminal block (9) which is labeled 'TO TB1'. The terminal block has four terminals: G (Ground), N (Neutral), L (Line), and a terminal for the power source (7). The fan cords (4, 5, 6) are connected to the fans (2) and the control unit (3). The control unit (3) is connected to the power source (7) and the ground (8). The power source (7) is connected to the terminal block (9) which is labeled 'TO TB1'. The terminal block (9) has four terminals: G (Ground), N (Neutral), L (Line), and a terminal for the power source (7). The fan cords (4, 5, 6) are connected to the fans (2) and the control unit (3). The control unit (3) is connected to the power source (7) and the ground (8). The power source (7) is connected to the terminal block (9) which is labeled 'TO TB1'.

Parts List		
ITEM	PART #	DESCRIPTION
1	TBA	1 FAN PLATE
2	1010973	2 FAN, KIT, 100 CFM, 120V, GUARD & CORD
3	1012549	1 THERMOSTAT, PFANNENBERG, COOLING
4	1010730	8 PHMS-PHILLIPS #6-32 x 2 LG SST
5	1012572	8 WASHER-LOCK-#6 EXT TOOTH-SST
6	1012573	8 WASHER-FLAT-SST-#6 MED
7	1019594	2 FERRULE, INS., SINGLE, 14 AWG, BLUE
8	1024120	7 TERM., LOCKING SPADE, 14-16 AWG (BLUE)
9	1012528	1 TERMINAL BLOCK, 4 POSITION, 15A
10	1012488	2 TERMINAL, #6 RING, 14-16 AWG (BLUE)

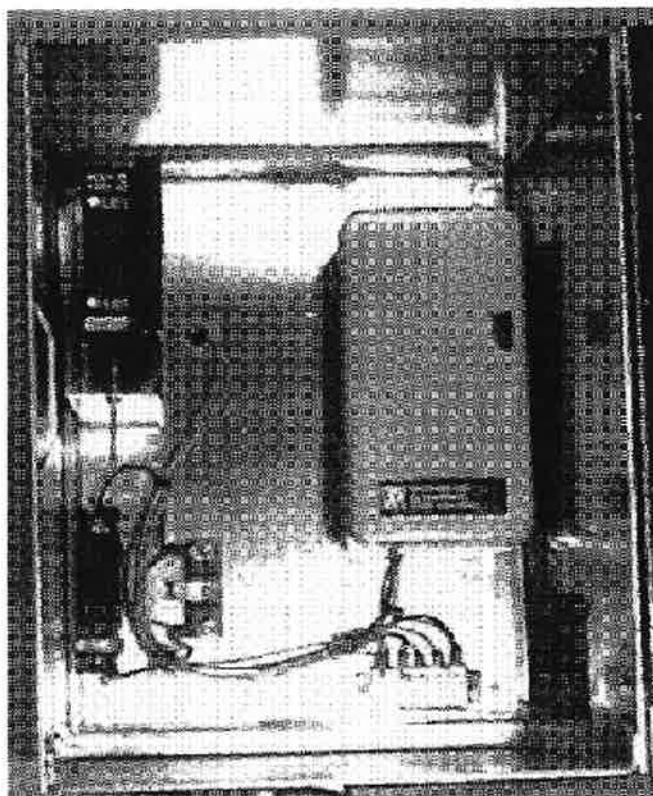
NOTE: THE BOM AND FAN PLATE SHOWN HERE IS REPRESENTATIVE OF THE COMPONENTS USED BUT MAY DIFFER SLIGHTLY IN THE FINAL VERSION.

[illegible]



SPECIFICATIONS		SLTS
DESCRIPTION	Flasher Cabinet, 120 Volt AC	PART NUMBER 1470

ITS Cabinets



ITS Cabinet Standard Features:

14"x11"x11" All aluminum Cabinet
 Universal mounting tabs (Attach with lag bolt, banding, gear clamps)
 Replaceable two-circuit NEMA Flasher

Rated for traffic use Easy Access Horizontal Plug
 15A Circuit Breaker
 Surge Arrestor (Heavy duty model optional)
 Terminal Block for electrical connections
 Screened vents for convection cooling

NO	P/N	DESCRIPTION	MATERIAL	QTY
1	1470	Flasher Cabinet for Warning Beacons, Advance Warning Signals, and Intersections with Flashing Signals * Will accommodate various timers and time clocks.	Aluminum Electronic	1

SLTS - Phone: 770-205-9007

Revised 12/13/2013

Attachment D

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8.27.2025

Name of Project: Lighting for Japanese Gardens and Segment 1 of Three Mile Creek
Grenway Trail

Project Number: 2025-2045-01

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ 46,500

ALTERNATE BID 1: \$ N/A

ALTERNATE BID 2: \$ N/A

Failure to provide an accounting of sales tax shall render the bid non-responsive.
Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder INLINE, LLC

Mailing Address 5535 Business Parkway THEODORE, AL 36582

***By (Legal Signature)**  V.P. of Operations

***Name (type or print)** KEVIN MCCOY (Seal)

***Title** VP operations

Telephone Number 251-583-1936



Your Legal Request is Complete - We'd Love Your Feedback!

From Maynard, Suntrease <suntrease.maynard@cityofmobile.org>

Date Thu 9/18/2025 11:42 AM

To Cochran, Emma <emma.cochran@cityofmobile.org>

Great news, Emma! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0453

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Victoria Shoots

Request Type:Contract

If other:

Request Details: Review of Bid Documents for Lighting at Japanese Gardens and 3 Mile Creek
Greenway Segment 1

Priority: Moderate

Date Entered:June 12th 2025 13:30

Proposed Due Date: June 18th 2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Japanese Gardens Lighting

CAPITAL PROJECT # C0526 DATE OF RECEIPT 10/30/2025

DEPT. PROJECT # 2021-2045-02

PROJECT DESCRIPTION

Construction of Segment 1 and Japanese Gardens Lighting

CONTRACT AMOUNT \$997,846.91

VENDOR NAME Inline, LLC

VENDOR NUMBER 297660

DEPT # 2045 DEPT NAME Programs & Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by:  Date 10/30/2025

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY: InLine, LLC.

PROJECT NAME: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail

PROJECT NO: 2025-2045-01

AMOUNT: \$997,846.91

Adopted:

City Clerk

Date



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: November 4, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Mission shall program, supervise, and manage safe public use of the Mission Center to coordinate activities with the City's Parks and Recreation Department; and maintain an adequate staff presence whenever the Mission is open to the public.

Amount of Contract:

\$30,875 per quarter for a one-year period, for an annual total of \$123,500.

Funding Source

2026 Budget

ATTACHMENTS:

1. 2025 United Methodist Inner City Mission Resolution
2. Inner City Mission Contract for Signature 10.30.2025
3. Certificate of Insurance-REVISED

REVIEWERS:

Lisa Musser
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a facilities operation contract with The United Methodist Inner City Mission of Mobile, Inc., for maintenance and operation of the Taylor Park Recreation Center, Playground, Swimming Pool and Wading Pool in the amount of \$30,875.00 quarterly during the term of this Agreement, for a total annual payment not-to-exceed \$123,500.00 thereafter, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted.

City Clerk



FACILITIES OPERATION CONTRACT

This Facilities Operation Contract (the "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between CITY OF MOBILE, ALABAMA ("City"), and UNITED METHODIST INNER CITY MISSION OF MOBILE, INC., an Alabama nonprofit corporation ("Mission") with its principal place of business at 913 Broad Street Mobile, Alabama 36603.

RECITALS

WHEREAS, the Mission owns the building located at 913 Broad Street, Mobile, AL 36603, together with all improvements thereon (collectively, the "Mission Center"); and

WHEREAS, the City desires to support the Mission by providing certain resources to assist with programs and activities conducted at the Mission Center that benefit the community; and

WHEREAS, the Mission agrees to utilize such resources to perform programs and activities in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. DEFINITIONS

Mission Center: The United Methodist Inner City Mission of Mobile's building located at 913 Broad Street, Mobile, AL 36603, and any adjacent grounds designated by the used for public programming under this Agreement.

City: The City of Mobile, Alabama, including its departments, officers, officials, employees, and agents.

Mission: United Methodist Inner City Mission of Mobile, Inc., its employees, officers, agents, and approved volunteers.

Public Hours: The hours during which the Mission Center (or portions thereof) is open for general public use as approved by the City under §5.

Term: The period stated in §2.

2. TERM

The Term of this Agreement begins October 9, 2025, and ends September 30, 2026, unless earlier terminated as provided herein.

3. MISSION DUTIES (PROGRAMMING; SUPERVISION)

3.1 Programming & Supervision. Mission shall program, supervise, and manage safe public use of the Mission Center to coordinate activities with the City's Parks & Recreation Department; and maintain adequate staff presence whenever the Mission Center is open to the public.

3.2 Staff Qualifications. Mission shall ensure personnel are trained for assigned duties, including youth supervision; maintain appropriate staff-to-participant ratios; and keep written policies for supervision, incident reporting, and mandatory reporting of suspected abuse. Copies shall be furnished to the City upon request.

3.4 Organized Activities. Mission may conduct organized sports, recreation, and community programming and may participate in City-sponsored leagues and events in coordination with Parks & Recreation.

3.6 Records & Reports. Mission shall keep accurate books and records related to Mission Center program revenues/expenses and shall provide quarterly reports as set forth in §9.

3.7 No Sublease / No Transfer. Mission shall not sublease, assign, sublicense, or transfer any right or obligation under this Agreement without the City's prior written consent. Any attempted transfer without consent is void.

3.8 Facility Maintenance – Interiors. The Mission shall maintain all rooms and building systems of the Mission Center, including without limitation lighting, plumbing, windows, doors, heating and cooling equipment, and bleachers. Structural repairs or capital replacements shall be coordinated with and subject to written approval by the City.

3.9 Facility Maintenance – Grounds. The Mission shall maintain the outside grounds, including athletic fields and appurtenant common areas. Structural repairs or capital replacements shall be coordinated with and subject to written approval by the City.

3.10 Utilities. The Mission shall pay utility charges (electricity, water, gas) for the Mission Center.

3.11 Property Insurance. The Mission will maintain fire and extended coverage insurance on the Mission Center.

4. HEALTH, SAFETY, AND BACKGROUND SCREENING

4.1 Youth Safety & Screening. All Mission employees and volunteers who interact with minors shall undergo background checks acceptable to the City prior to service and at intervals required by policy. Mission shall maintain and enforce written youth-safety policies, including incident reporting.

4.2 Compliance with Laws. Mission shall comply with all applicable laws, codes, regulations, and public health requirements relating to the operation of the Mission Center and the conduct of programs involving minors. Mission shall maintain all required aquatic-facility permits and ensure lifeguards are certified in accordance with applicable public-health regulations.

5. REPORTS; CITY AUDIT RIGHT

By the 15th day following each calendar quarter, Mission shall deliver (i) an activity report summarizing programs, attendance, and notable incidents, and (ii) a financial statement of funds received and expended for Mission Center operations, together with documentation reasonably requested by the City. The City may audit Mission's Center-related books and records on reasonable notice during the Term and for two (2) years thereafter.

6. COMPENSATION; WITHHOLDING FOR NON-COMPLIANCE

6.1 Amount. The City shall pay Mission a total not-to-exceed \$123,500.00 for the Term, payable quarterly in arrears in equal installments of \$30,875.00 upon the City's receipt and acceptance of the quarterly reports required by §5 and confirmation of insurance compliance under §12.

6.2 Withholding. The City may withhold payment for documented non-compliance with reporting or insurance obligations until cured.

7. FUNDING; NON-APPROPRIATION

This Agreement is subject to annual appropriation by the City. If funds are not appropriated or otherwise become unavailable, the City may terminate this Agreement upon written notice without further liability, and Mission shall be paid for conforming services performed through the effective date.

8. INSURANCE

8.1 Required Coverages. Throughout the Term, Mission shall maintain at its expense the following insurance issued by carriers licensed to do business in Alabama:

(a) **Commercial General Liability (CGL)** – public liability including premises, products, and completed operations with limits of \$250,000 bodily injury each person; \$500,000 each occurrence; and \$100,000 property damage each occurrence; or, in lieu of the foregoing, a combined single limit of \$500,000 per occurrence for bodily injury and property damage.

(b) **Automobile Liability** – covering owned, non-owned, and hired autos, with limits not less than those stated in subsection (a) above or a combined single limit of \$500,000 per occurrence.

(c) **Workers' Compensation** – as required by Alabama law; and Employers' Liability in amounts not less than those required by applicable law.

8.2 Additional Insured; Primary & Non-Contributory; Waiver. The City of Mobile shall be named Additional Insured on the CGL and Automobile policies via endorsement(s) providing primary and non-contributory and a waiver of subrogation in favor of the City.

8.3 Certificates and Endorsements. Mission shall provide a certificate of insurance with copies of the Additional Insured/Primary & Non-Contributory and waiver endorsements prior to commencement and upon renewal.

8.4 Notice of Cancellation or Change. Policies shall be endorsed to provide at least 10 days' notice to the City for cancellation due to non-payment of premium and 30 days' notice for any other cancellation or material change.

9. INDEMNIFICATION; IMMUNITIES PRESERVED

To the extent permitted by law, Mission shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts or omissions or willful misconduct of Mission, its employees, agents, or subcontractors in connection with this Agreement. Nothing herein waives any defense of governmental immunity, limitations of liability, or damages caps applicable to the City, including without limitation Ala. Code § 11-93-2.

10. COMPLIANCE; CIVIL RIGHTS; IMMIGRATION; ANTI-BOYCOTT

10.1 Civil Rights / ADA. Mission shall comply with all applicable non-discrimination laws, including Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Section 504 of the Rehabilitation Act. Mission shall not exclude from participation in, deny the benefits of, or subject to discrimination any person on the basis of race, color, national origin, sex, age, or disability.

10.2 Immigration / E-Verify. Mission represents that it participates in E-Verify and will comply with applicable Alabama immigration laws and regulations for the duration of this Agreement and shall provide proof of current enrollment upon request.

10.3 Anti-Boycott Certification. Mission agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

11. ASSIGNMENT; SUBCONTRACTING; SUBLICENSING

Mission shall not assign, subcontract, sublicense, or otherwise transfer any rights or obligations under this Agreement, in whole or in part, without the City's prior written consent. Any attempted transfer without such consent is void.

12. INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND CITY

Mission is an independent contractor and shall have no authority to bind the City, incur obligations on the City's behalf, or make representations for the City.

13. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing and deemed given when delivered by hand, by nationally recognized overnight courier, by certified mail (return receipt requested), or by email with confirmation, addressed as follows:

City: City of Mobile Parks & Recreation
City of Mobile
205 Government Street Mobile AL 36602

With a copy to: City Attorney's Office
P.O. Box 1827
Mobile, Alabama 36633-1827

Mission: United Methodist Inner City Mission of Mobile, Inc.
Attn: Benjamin Lightner, Director
913 S Broad St, Mobile, AL 36603
Either party may change its notice address by giving notice under this section.

14. DEFAULT; TERMINATION

14.1 Convenience. Either party may terminate for convenience upon 30 days' written notice.

14.2 Cause. For a material breach, the non-breaching party may give written notice describing the breach. The breaching party shall have ten (10) business days to cure (or, if cure reasonably requires more time, to begin and diligently pursue cure to completion). The City may terminate immediately for illegality, loss of required insurance, or imminent safety risk.

14.3 Post-Termination Obligations. Upon termination, Mission shall return keys/access cards and other City property; deliver Mission Center-related records; and remove Mission's personal property, restoring affected areas to prior condition, ordinary wear and tear excepted. Obligations of indemnity, audit cooperation, and record retention shall survive termination.

15. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Alabama. Venue lies exclusively in the state courts of Mobile County, Alabama.

16. MISCELLANEOUS

16.1 Entire Agreement; Amendments. This Agreement constitutes the entire understanding of the parties regarding the subject matter and supersedes prior or contemporaneous agreements. Amendments must be in a writing executed by authorized representatives of both parties.

16.2 Severability. If any provision is found invalid or unenforceable, the remainder shall continue in full force and effect.

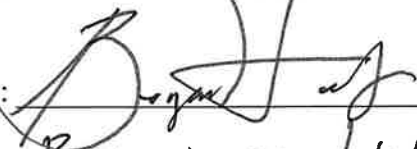
16.3 No Waiver. Failure to enforce any provision shall not constitute a waiver of that or any other provision.

16.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together constitute one instrument.

[Signature page to follow]

SIGNATURES

UNITED METHODIST INNER CITY MISSION OF MOBILE, INC.

By: 
Benjamin M Lightner Exec Director
[Name of Officer, Title]
Date: 10/30/2025

NOTARY ACKNOWLEDGMENT (Corporate – Mission)

STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that on this day, before me personally appeared Benjamin Lightner [Name of Officer], as Executive Director [Title] of United Methodist Inner City Mission of Mobile, Inc., an Alabama nonprofit corporation, who being duly authorized to act for and on behalf of said corporation, and being informed of the contents of this instrument, acknowledged before me on behalf of said corporation that he/she executed the same voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of October, 2025


Notary Public
My Commission Expires



(Seal)



CITY OF MOBILE, ALABAMA

By: _____
Spiro N. Cheriogotis, Its Mayor

Date: _____

Attest: _____
City Clerk

Exhibit A- Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606		CONTACT NAME: Shelton Mayhue, CIC, CISR Elite PHONE (A/C, No, Ext): 251-473-4600 E-MAIL ADDRESS: smayhue@higginbotham.net FAX (A/C, No): 251-450-0032	
License#: 2081754 UNITMET-01		INSURER(S) AFFORDING COVERAGE	
INSURED The United Methodist Inner City Mission Of Mobile, Inc 913 South Broad Street Mobile AL 36603-1002		INSURER A: Philadelphia Indemnity Insurance Company INSURER B: AlaCOMP INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 23612	

COVERAGES**CERTIFICATE NUMBER:** 93085408**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2676288-015	4/5/2025	4/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2676288-015	4/5/2025	4/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	20086000 PFAL155000	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Mobile is included as an Additional Insured in respect to General Liability and Automobile Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other Insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability and Worker's Compensation. A Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment) in respect to General Liability and Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P O Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Effective Date: 04/05/2024

Name of Person or Organization (Additional Insured):

City of Mobile

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and the Garage Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The United Methodist Inner City Mis

Endorsement Effective Date: 04/05/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR
CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART**

SCHEDULE OF ADDITIONAL INSURED OR CERTIFICATE HOLDERS

AI or CH	Additional Insured or Certificate Holder	Address
AI	City of Mobile	PO Box 1827, Mobile, AL 36633

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Shelton Mayhue, CIC, CISR Elite PHONE (A/C, No, Ext): 251-473-4600 E-MAIL ADDRESS: smayhue@higginbotham.net	FAX (A/C, No): 251-450-0032
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Company		18058
INSURER B : AlaCOMP		
INSURER C : Midwest Employers Casualty Company		23612
INSURER D :		
INSURER E :		
INSURER F :		

License#: 2081754
UNITMET-01**COVERAGES****CERTIFICATE NUMBER: 1476772915****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PHPK2676288-015	4/5/2025	4/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		PHPK2676288-015	4/5/2025	4/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	20086000 PFAL155000	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Mobile is included as an Additional Insured in respect to General Liability and Automobile Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other Insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability and Worker's Compensation. A Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment) in respect to General Liability and Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P O Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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