



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, January 27, 2026, 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. COMMUNICATIONS FROM THE MAYOR

7. MONTHLY FINANCE REPORTS

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Missy Fontenot for a waiver of the Noise Ordinance at 105 Lanier Avenue on February 6, 2026, from 6:30 p.m.-10:00 p.m. (District 1).

Request of Danny Calametti, Senior Bowl, for waiver of the Noise Ordinance at 151 Dauphin Street on January 27, 2026, from 6:00 p.m. - 9:00 p.m. (District 2).

Request of The Friendship House for a waiver of the Noise Ordinance at 57 N. Broad Street on January 30 - February 17, 2026, from 10:00 a.m. - 11:00 p.m. (District 2).

Request of Demarcus Henderson for a waiver of the Noise Ordinance at N. Broad Street between St. Francis Street and Dauphin Street on February 15, 2026, from 9:00 a.m. - 9:00 p.m. (District 2).

Request of Jack Kemp for a waiver of the Noise Ordinance at Mobile Skate Plaza on March 21, 2026, from 6:00 p.m. - 9:30 p.m. (District 2).

Request of Lawrence L. Battiste for a waiver of the Noise Ordinance at 606 St. Francis Street on April 24, 2026, from 7:00 p.m. - 11:00 p.m. (District 2).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Lesure Drive on March 6 - 7, 2026, from 6:00 p.m. - 2:00 a.m. (District 4).

Request of Saveria Smith for a waiver of the Noise Ordinance at Medal of Honor Park on July 4, 2026, from 11:00 a.m. - 8:00 p.m. (District 6).

Request of Richard White for a waiver of the Noise Ordinance at 4901 Zeigler Boulevard on April 5, 2026, from 3:00 p.m. - 7:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 21 Brucewood Drive West a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 301 Union Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 957 Lyons Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1052 Persimmon Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 4720 Oxford Drive a public nuisance and order it demolished (District 7).

Public hearing to consider the application of Zed, LLC for a Certificate of Public Convenience and Necessity to operate a golf cart service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jermaine Gaines — thank the Council for supporting minority businesses.

Matthew Miller — ask questions about public safety matters: what is being done in Mobile to address gun violence? Does Mobile have enough police officers? What is being done to address the need to build a new Police headquarters building? What is being done about the tens of thousands of warrants in municipal court?

David Clark, Visit Mobile - present the 2026 Tourism Roadmap.

Vincent Marks, Sr. - problems with people from the homeless shelter near his property.

12. ORDINANCES HELD OVER

64-004 Consider rezoning of property located at 909 Government Street from R-1 and R-B to R-B (sponsored by Councilmember Ingram).

13. RESOLUTIONS HELD OVER

01-060 Authorize Agreement with the State of Alabama Department of Coastal and Natural Resources for the GOMESA project entitled, "Brookley by the Bay Southern Activation Zone - City of Mobile"; \$3,500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

01-061 Authorize Agreement with the State of Alabama Department of Coastal and Natural Resources for the GOMESA project entitled, "Mobile Riverfront Park Enhancements Phase III – City of Mobile"; \$4,000,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program and Project Mgmt.).

08-062 Approve Item-Award Bid for janitorial supplies (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-068 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford Crew Cab Pickup Trucks for Public Services Dept.; \$59,638.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-069 Approve purchase order to Sunbelt Fire, Inc. for fire bunker coats, pants, and boots for MFRD; \$125,010.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-070 Reallocate funds from 2025 City Wide Bridge Maintenance to Bi-Annual Bridge Inspection to provide additional bridge and infrastructure inspection services; \$130,000.00 (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

13-071 Authorize Change Order No. 1 with Michael Baker International, Inc. for U.S. 45 Streetscape Improvements: \$53,000.00 increase; (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-072 Authorize 1st Contract renewal with amendment to MS4 Stormwater Management Professional Services with Michael Baker International, Inc.; \$475,000.00; (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

60-074 Authorize Settlement Agreement and Release of Claims; Jones (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-078 Appoint Skylar G. White to the Mobile City County Youth Council (sponsored by Councilmember Ingram) (submitted by Lisa C. Lambert, City Clerk).

40-079 Declare the structure at 21 Brucewood Drive West a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-080 Declare the structure at 301 Union Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-081 Declare the structure at 957 Lyons Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-082 Declare the structure at 1052 Persimmon Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-083 Declare the structure at 4720 Oxford Drive a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-084 Approve award of special bonus to the Firefighter of the Month; Jones (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

60-085 Determine an appropriation to HOPE for ALL Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Department).

60-086 Determine an appropriation to HOPE for ALL Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Department).

60-087 Determine an appropriation to The University of South Alabama Jag Gals serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Department).

60-088 Determine an appropriation to The University of South Alabama Jag Gals serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Finance Department).

60-107 Determine an appropriation to Oakleigh Place Property Owners Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

08-089 Approve purchase order to Shaw Integrated and Turf Solutions Inc., for artificial turf replacement system at Herndon-Sage Park; \$1,100,000.00 (Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-090 Authorize contract with TTL, Inc. for 2025 CIP Carlisle Drainage Improvements from Scottsdale Court to Carlisle Drive E.; \$330,000.00 (sponsored by Mayor Cheriogotis and Councilmember Gregory) (submitted by John Forrester, Engineering Dept.).

16. RESOLUTIONS BEING INTRODUCED

08-091 Approve purchase order to Temple Inc., for speedcheck radar speed signs for Traffic Engineering; \$26,088.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-092 Approve purchase order to Harrells LLC, for fertilizer and herbicide for Azalea City Golf Course; \$15,069.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-093 Approve purchase order to Stivers Ford Lincoln Inc., for Ford SUV special

service vehicle for MPD; \$80,686.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-094 Approve purchase order to Scott Alan Construction for storm drainage and debris removal from the West side of 500 Michael Jackson Blvd. to Morgan St.; \$21,454.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-095 Approve purchase order to Harris Godwin for storm drainage and debris removal from Bankhead St. to Senator St.; \$16,250.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-096 Approve purchase order to Prime Professional Concrete Pumping & Finishing LLC, for storm drainage and debris removal from Kenny St. to Delmar Dr.; \$18,125.64 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-097 Approve purchase order to Secure Land & Tree LLC, for storm drainage and debris removal from Delmar Dr. to 3 I-65 Service Rd. S.; \$20,884.92 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-098 Approve purchase order to Butler Complete Services LLC, for storm drainage and debris removal from 253 Mount Island Drive W. to junction behind 2451 Mount Island Drive N.; \$17,537.51 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-099 Approve purchase order to Invasive Management Services Inc., for storm drainage and debris removal from 3309 Old Shell Rd. to Werkland St.; \$17,775.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-100 Approve purchase order to The Conner Group LLC, for rental of a telescopic bucket truck for Urban Forestry; \$21,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-101 Approve purchase order to The Conner Group LLC, for rental of a telescopic bucket truck for the Electrical Dept.; \$21,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-102 Authorize contract with Harwell & Company, LLC for Brookdale Drive Rehabilitation; \$275,668.75 (sponsored by Mayor Cheriogotis and Councilmember Penn) (submitted by John Forrester, Engineering Dept.).

21-103 Authorize contract with Volkert, Inc. for Brookley by the Bay Vehicle and

Multimodal Access Road Project; \$864,203.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt.).

37-104 Consider the application of Zed, LLC for a Certificate of Public Convenience and Necessity to operate a golf cart service (submitted by Lisa C. Lambert, City Clerk).

01-105 Authorize Cooperative Agreement for maintenance of Rangeline Road with SouthWest Mobile Chamber of Commerce for the Gateway Initiative Project (sponsored by Mayor Cheriogotis and Councilmember Reynolds) (submitted by Ricardo Woods, Legal Dept.).

01-106 Authorize Cooperative Agreement for increased maintenance of Rangeline Road with the Alabama Department of Transportation for the Gateway Initiative Project (sponsored by Mayor Cheriogotis and Councilmember Reynolds) (submitted by Ricardo Woods, Legal Dept.).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

Home Phone Number: _____ Cell Number: 2518951151

Organization (if applicable) _____

Mailing Address of Applicant 4007 McGregor Oaks Mobile, AL 36608

Telephone No. 2518951151 E-mail address mgfontenot@aol.com

Location or address of event where amplification will be used:

105 Lanier Avenue Mobile, AL 36607

Date of Event: 2/6/26 Starting Time: 6:30 Ending Time 10:00

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

Type of Event: Engagement Party

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

CITY CLERK'S OFFICE

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

MOBILE, AL

WE, JAN 21, AM 11:04 RCV

D1

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: SENIOR BOWL / MOBILE ARTS & SPORTS

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-602-1162 Cell Number: 832-435-3976

Organization (if applicable) PANINI SENIOR BOWL TAILGATE

Mailing Address of Applicant 151 DAUPHIN ST MOBILE, AL 36602

DANNY O ACHABIAN COASTING.COM

Telephone No. 251-438-2276 E-mail address MMIDDLEBORN@SENIORBOWL.COM

Location or address of event where amplification will be used:

151 DAUPHIN ST. @ DS & SPANGLER ST. W

Date of Event: 1-27-2016 Starting Time: 6 PM Ending Time 9 PM

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

Type of Event: FOOD CONTEST w/ UP TO 20 TEAMS

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

CITY CLERK'S OFFICE

MOBILE, AL

TH, JAN 15, PM 4:54 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: The Friendship House

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-680-0910 Cell Number: 251-293-5783

Organization (if applicable) The Friendship House

Mailing Address of Applicant 57 N Broad Street

Telephone No. 251-293-5783 E-mail address ttimmons2121@gmail.com

Location or address of event where amplification will be used:

57 N Broad Street

Date of Event: 1/30/26 - 2/17/26 Starting Time: 10am Ending Time 11pm

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

Type of Event: Mardi Gras (we are a business that services the are d

Do you plan to sell alcohol at this event? Yes 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

MOBILE, AL
WE, JAN 21, PM 2:23 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: Demarcus Henderson
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.604.1106

Organization (if applicable) N/A

Mailing Address of Applicant 1003 Ghent St. Mobile, AL 36605

Telephone No. _____ E-mail address demarcush12@gmail.com

Location or address of event where amplification will be used:

N. Broad Street Lot in between St. Francis' Dauphin St.

Date of Event: 2/15/26 Starting Time: 9:00am Ending Time 9:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Joe Cain Sunday

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: **Jack Kemp**

PLEASE PRINT ALL INFORMATION

Home Phone Number: **251-490-6498** Cell Number: **251-490-6498**

Organization (if applicable): **Snakepit Booking**

Mailing Address of Applicant: **211 Hazel St, Mobile, AL 36607**

Telephone No: **251-490-6498** E-mail address: **jackkemp0813@gmail.com**

Location or address of event where amplification will be used:

Mobile Skate Plaza

Date of Event: **03/21/2026** Starting Time: **6:00 PM** Ending Time: **9:30 PM**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: **Music show featuring local bands**

Do you plan to sell alcohol at this event? **NO**

Music containing obscene language or profanity is prohibited



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Lawrence L. Battiste

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251.689.1822

Organization (if applicable) Alpha Phi Alpha Fraternity Inc.

Mailing Address of Applicant 2870 Rebecca Drive West

Telephone No. 251.689.1822 E-mail address lbattiste02@gmail.com

Location or address of event where amplification will be used:

606 Saint Francis Street

Date of Event: April 24, 2026 Starting Time: 0700 pm Ending Time 1100 pm

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

Type of Event: Block Party

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

CITY CLERK'S OFFICE
MOBILE, AL

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

MO, JAN 12, PM 12:14 RCU



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Johnnie Robinson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-377-3919 Cell Number: 251-377-3919

Organization (if applicable) N Da Bottom

Mailing Address of Applicant PO Box 1201, Theodore, AL 36590

Telephone No. 251-377-3919 E-mail address Ttownstables69@yahoo.com

Location or address of event where amplification will be used:

4791 Lesure Drive, Theodore, AL 36582

Date of Event: 3/6/26 & 3/7/26 Starting Time: 6 p.m. Ending Time 2 a.m.

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

Type of Event: Family Event

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Saveria Smith
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 396-2794

Organization (If applicable) _____

Mailing Address of Applicant: 90 Acacia St.

Telephone No. _____ E-mail address: Smithcousins2026@yahoo.com

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 7-4-26 Starting Time: 11:00 Ending Time: 8:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family reunion

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

CITY CLERK'S OFFICE

MOBILE, AL

WE, JAN 21, AM 11:04 RCU

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

Richard white

Name of Applicant: _____

PLEASE PRINT ALL INFORMATION

786-413-9854

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant _____

5304 colonial circle
north mobile AL 36618

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

4901 Zeigler
blvd mobile AL
36618

Date of Event: 4-05-2026 Starting Time: 3:00 pm Ending Time: 7:00pm

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

Family event

Type of Event: _____

NO

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

CITY CLERK'S OFFICE

MOBILE, AL

SA, JAN 17, AM 10:42 RCV

CITY CLERK DEPARTMENT
2026 JAN 16 PM 12:16



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Jermaine Gaines Date: 01/16/2024
Address: 712 Lakeside Drive Mobile, Alabama 36683
Phone: 251-584-7561 Email: Jermainegaines@gainesutility.com
Date to Address City Council: 01/27/2024
Subject and/or specific questions (must complete):

I would like to publicly thank the city for
the opportunity we've received thus far.

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

It shows the city is working towards building
relationships with minority businesses etc.

Signature: Jermaine Gaines



Fw: CityofMobile.org: Addressing City Council Submission

From City Clerk <cityclerk@cityofmobile.org>

Date Wed 1/21/2026 12:32 PM

To Pafenbach, Lana <lane.pafenbach@cityofmobile.gov>; Leverette, Tiereney <tiereney.leverette@cityofmobile.gov>

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

Sent: Wednesday, January 21, 2026 12:31 PM

To: City Clerk <cityclerk@cityofmobile.org>

Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Matthew Miller

Date To Address Council: 2026-01-27

Address: 6437 Sugar Creek Dr N - Mobile AL 36695

Email: mhm@mmasolution.com

Phone: 2512340032

Subject And Specific Questions: Public safety matters: What is being done to address the gun violence plaguing Mobile? Does Mobile have enough sworn police officers? What is being done to address the need to build a new Police Headquarters building? What is being done about the tens of thousands of warrants in municipal court?

Pertain To City Business: Public safety should be the first priority of the City of Mobile

Signature: Matthew Miller

Signature Verify: X

Agree: X

Date Submitted: 2026-01-21 12:31:50

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



CityofMobile.org: Addressing City Council Submission

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

Date Wed 1/21/2026 12:31 PM

To City Clerk <cityclerk@cityofmobile.org>

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Pertain To City Business: Public safety should be the first priority of the City of Mobile

Signature: Matthew Miller

Signature Verify: X

Agree: X

Date Submitted: 2026-01-21 12:31:50

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



Fw: CityofMobile.org: Addressing City Council Submission

From City Clerk <cityclerk@cityofmobile.org>

Date Thu 1/22/2026 8:02 AM

To Pafenbach, Lana <lane.pafenbach@cityofmobile.gov>; Leverette, Tiereney <tiereney.leverette@cityofmobile.gov>

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

Sent: Wednesday, January 21, 2026 9:02 PM

To: City Clerk <cityclerk@cityofmobile.org>

Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Vincent Marks sr

Date To Address Council: 2026-01-27

Address: 254n.scott

Email: 1markssrv@gmail.com

Phone: 251-327-9782

Subject And Specific Questions: Problems with my property

Pertain To City Business: Homeless shelter and the disrespecting my property and urinating right beside my driveway rolling up drugs and lottering in front of my house smoking spice and cursing fighting sometimes this problem needs to be addressed ASAP

Signature: Vincent Marks sr

Signature Verify: X

Agree: X

Date Submitted: 2026-01-21 21:02:31

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Property Located at 909 Government Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 16, 2025**, a public hearing will be held on the **20th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 909 Government Street from R-1, Single-Family Residential Suburban District, and R-B, Residential Business District, to R-B, Residential Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

PARCEL A:

COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT;

THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of January, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 24th day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **909 Government Street**.

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

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

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

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

**Donald Manning
Donnie Manning Subdivision
909 Government Street
Council District 2
William Carroll**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

December 11, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 20, 2025, considered the request of **Donald Manning**, for a change in zoning from **Single-Family Residential Urban District (R-1) and Residential Business District (R-B)**, to **Residential Business District (R-B)**, for the property located at **909 Government Street**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Donald O. Manning
909 Government Street
Mobile, Alabama 36604

Re: 909 Government Street
ZON-UDC-003511-2025
Donnie Manning Subdivision
Donald Manning
District 2
Rezoning from Single-Family Residential Urban District (R-1), and Residential Business District (R-B), to Residential Business District (R-B).

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

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

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

- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-B, Residential Business District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$375.82**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

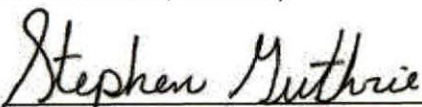
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

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:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 909 GOVERNMENT ST 0.39

Property Address R022906400010334.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) R1
 R1 AND RB
 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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
 Date: 2025.10.17 13:06:02
 05:00'

Applicant or Agent Signature Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
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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](#).

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation

R1

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.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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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.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

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

none

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

none

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.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains

neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subdivision SUB-003394-2025

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

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

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

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

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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](#).

Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

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

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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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Revised March 2025

Donald Manning (ZON-UDC-003511-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Tue 10/14/2025 10:50 AM

To Polysurveying Mail <mail@polysurveying.com>

Cc Brett Orrell <brett@polysurveying.com>; Molly Stanford <molly@polysurveying.com>

 1 attachment (549 KB)

Planning Commission Application_Revised March 2025.pdf;

Good morning,

We have completed our initial review of the Rezoning application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Correct Application & Checklist:** The incorrect application form was submitted with the request. Please complete the attached application and re-submit it for review. We have received the owner authorization form authorizing Polysurveying to submit the application; therefore, the owner's signature is not required on the revised form, provided the authorized agent signs it. Additionally, Checklist B must be completed and submitted with the application.
6. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, October 20, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Thank You,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895





Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

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	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 909 GOVERNMENT ST 0.39

Property Address
 R022906400010334.000

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 R1 AND RB

R1

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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
 Date: 2025.10.17 13:06:02
 05:00

Applicant or Agent Signature

Date

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CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation	R1 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.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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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.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

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

none

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

none

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.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains

neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subdivision SUB-003394-2025

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

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

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

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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.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

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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Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

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	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 909 GOVERNMENT ST 0.39

Property Address R022906400010334.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) RB
 R1 AND RB
 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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
 Date: 2025.10.17 13:06:02
 05:00'

Applicant or Agent Signature Date

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CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation

RB

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.

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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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.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

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

none

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

none

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.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subdivision SUB-003394-2025

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

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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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](#).

Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

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

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

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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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City of Mobile • Planning & Zoning
Owner's Letter of Authorization

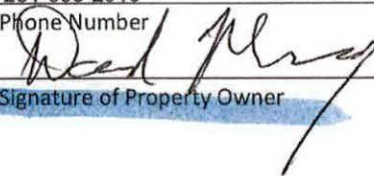
I, DONALD MANNING, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 909 GOVERNMENT ST.

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

POLYSURVEYING
Designee (1)

MAIL@POLYSURVEYING.COM
Email

251-666-2010
Phone Number


Signature of Property Owner

Designee (2)

Email

Phone Number

Date



Plan Submission Contact Information

Name of Project DONNIE MANNING SUBDIVISION

Address 909 GOVERNMENT ST

Owner DONALD MANNING

Address 909 GOVERNMENT ST Zip Code 36604

Phone 251-689-6308 Fax _____ Email DONNIEMANNING1@GMAIL.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR
Civil Engineer POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by: _____

Don Manning
Signature _____

6-18-25
Date _____

Print _____

Affiliation to project/Organization _____

Statement for Rezone:

The property at 909 Government St is currently split-zoned, with designations of R1 and RB. We are requesting that this parcel be rezoned to a single zoning designation of R1 to provide consistency in land use.

This rezone is tied to subdivision **SUB-003394-2025, Donnie Manning Subdivision.**



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 10/29/2025 *(initials)*

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

Neighborhood Meeting Date: 10-28-2025

Neighborhood Meeting Time: 4:30 PM

Neighborhood Meeting Location: BEN MAY PUBLIC LIBRARY

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

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

Additional documents (Describe: _____)

Applicant's Name: DONALD MANNING
 (First Name & Last Name)

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

X *Donald Manning* Date: 10-28-25

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

Neighborhood Meeting

Date: 10-28-25

Time: 4:30 P.M.

Location of Neighborhood Meeting: Ben May Public Library

Project Location: 909 Government St. Mobile, AL 36608

Project/Application (e.g. Rezoning from R-1 to B-1): _____

R1 to RB ~~to R1~~

Applicant's Signature Attesting to the Accuracy of This Sheet:

x Debbie Manning
DEBBIE MANNING

Date: 10-28-25

Please Sign In:

Name: B. Crenshaw for MLP Property Email: thelofts@pm@apllc.com
Address: 951 Government St. Mobile, AL 36604 Phone: 851-300-0130

Name: Shari Hartmann Email: Shariwh1@aol.com
Address: 911 Church St Phone: 251-751-7307

Name: Tatiana Tanley Email: 5tomleys@gmail.com
Address: 909 Church St Phone: 251-431-1840

Name: Cory R. Harris Email: Aucory@gmail.com
Address: 907 Government St. Phone: 334-803-6317

Neighborhood Meeting Summary

Meeting Date: 10-28-25

Meeting Time: 4:30 PM

Meeting Location: Ben May Library

Below is a summary of the proposed project presented at the Neighborhood Meeting:

I EXPLAINED THE LOT WERE DIVIDING AND
SHOWED THEM THE SURVEY. THE LOT IS NOW ZONED
ON THE GOVERNMENT SIDE RB+RI. THE BACK LOT
ON CHURCH ST IS ZONED RI. MY PROPOSAL IS TO
REZONE A PORTION OF GOVERNMENT ST TO RB. THE
LOT ON CHURCH WILL REMAIN RI

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

SURVEY & PLAT FROM THE COUNTY/CITY SITE
SHOWING THE CURRENT ZONING.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

I EXPLAINED WHAT WAS BEING PROPOSED AND
EVERYONE UNDERSTOOD. ALL THE PARTIES ON
THE SIGN-IN SHEET ASKED QUESTIONS AND WERE
SATISFIED.

PLANNING AND ZONING
23 OCT 2025 PM 12:16

Neighborhood Meeting Summary

Date: 10-28-25

Applicant: Donald Marenich

Meeting Location: Ben May Library

Application: Subdivision + Rezone

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00 PM

Applicant's signature attesting to the accuracy of this summary:

x Donald Marenich

Date: 10-28-25

NOTICE OF NEIGHBORHOOD MEETING

10/6/2025

Dear Property Owner,

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Donnie Manning will be submitting to the Mobile City Planning Commission:

1. Application Zoning change to rezone the property at 909 Government St. Mobile, AL 36604 from RB to R1.

The Neighborhood Meeting will be held at the following:

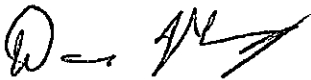
Ben May Public Library (Armbrecht-Briskman Meeting Room)

Date: October 28 2025

Time: 4:30 PM

You are receiving this notice because your property is located within 300 ft of 909 Government St. Mobile, AL 36604, in compliance with the notification requirements of Article 5 of the city's Unified Development Code(UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Donnie Manning

909 Government St. Mobile, AL 36604

donniemanning1@gmail.com

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

William Carol

PLANNING AND ZONING
29 OCT 2025 PM12:16

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
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HEWES BRIAN JACOB & AMELIA RUTH
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MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
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R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.003
HICKS BRIAN DAVID & DAWN P HICKS
8868 DAWES LAKE RD S
MOBILE AL 36619

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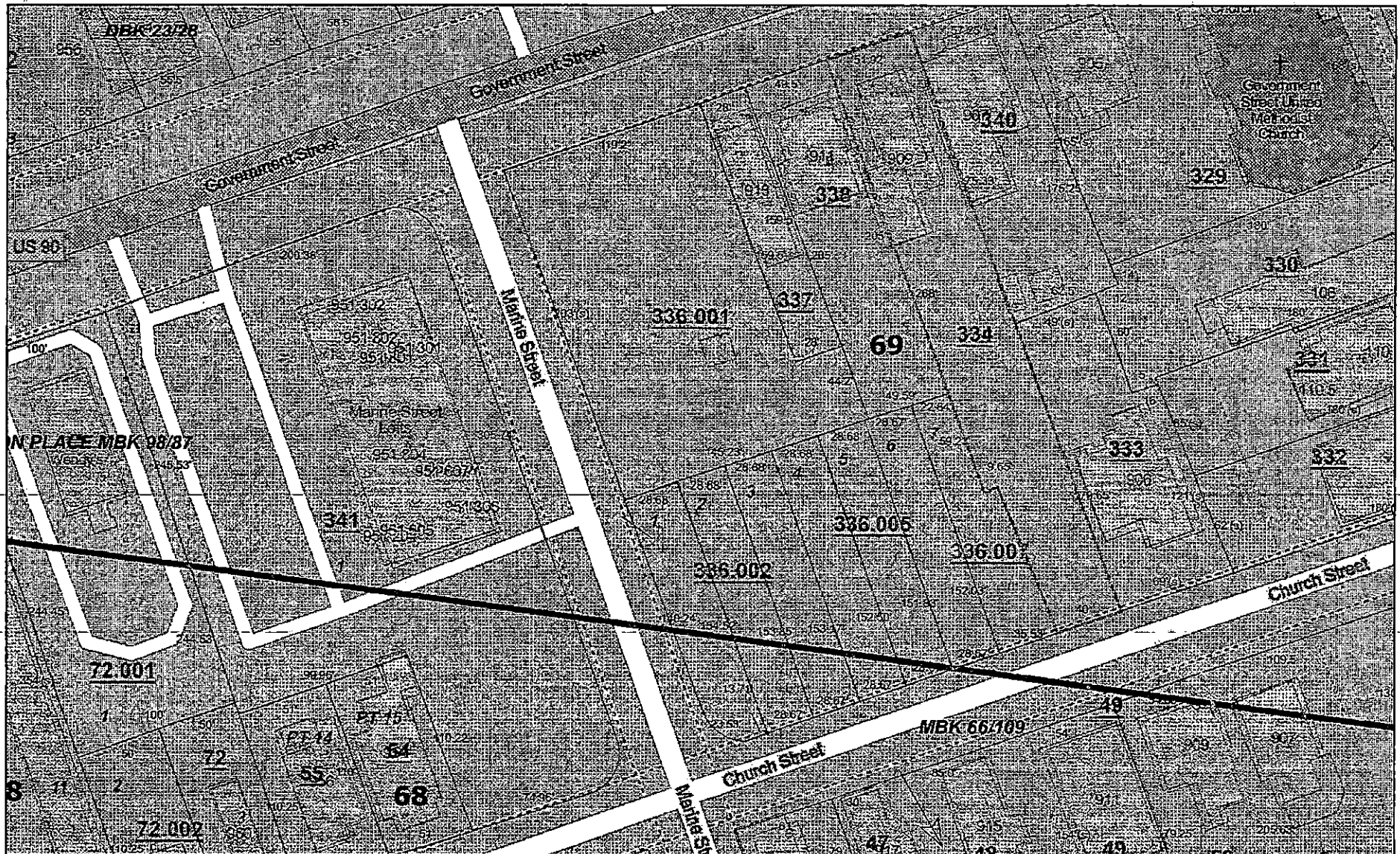
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Mobile, AL, 36619

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PLANNING AND ZONING
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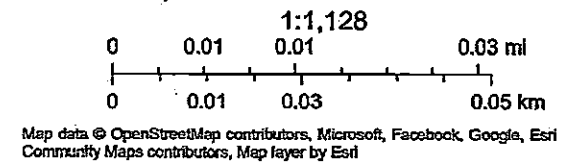
Mobile County Interactive Tax Map

PLANNING AND ZONING
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3/28/2025, 9:23:32 AM

	Subdivision Boundary		Sections		Parcel Dimension Leader		Subdivision Name
	Parcels		Parcel Number		Lot Boundary		Subdivision Name Leader
	Footprints		Parcel Dimension		Lot Number		Subdivision Block



Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Planning & Zoning
City of Mobile

[Home](#)
[Zoning Districts](#)
[Downtown Development District](#)
[Overlays](#)

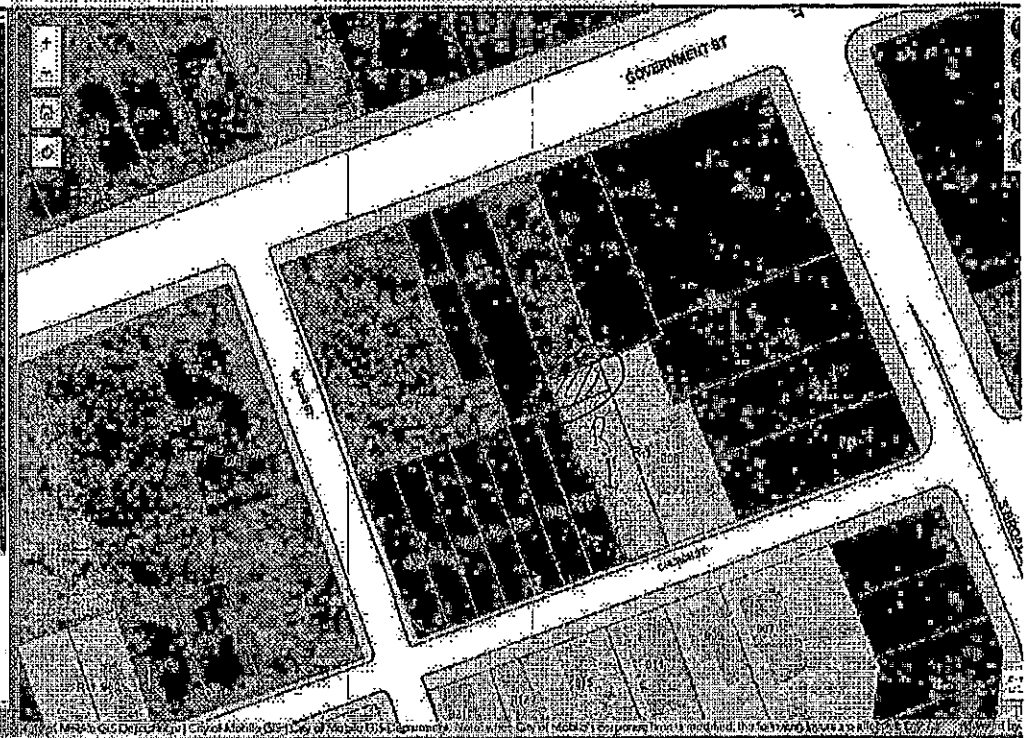
Zoning Districts - Article 2
 Districts for use within 2 zoning districts:
 R-4 Single Family Residential
 R-5 Residential Business
 S-1 District: Parcel Location 2nd-4th Sts.
 N/A
 Urban
 Ordinance # 100-10-000 Planning & Zoning

Overlays
 African American Historic District N/A
 Sub-district N/A
 Portlands - Article 12 N/A
 Spaulding - Article 13 N/A
 Sub-district N/A
 School Planning N/A
 Historic District - Article 14: Historic Districts
 University District (Urban Family Parking) - Article 15 & Article 16
 N/A
 Enhanced Security Area (Above Ground Oil Storage Tanks)
 Article 17 & Article 18 N/A

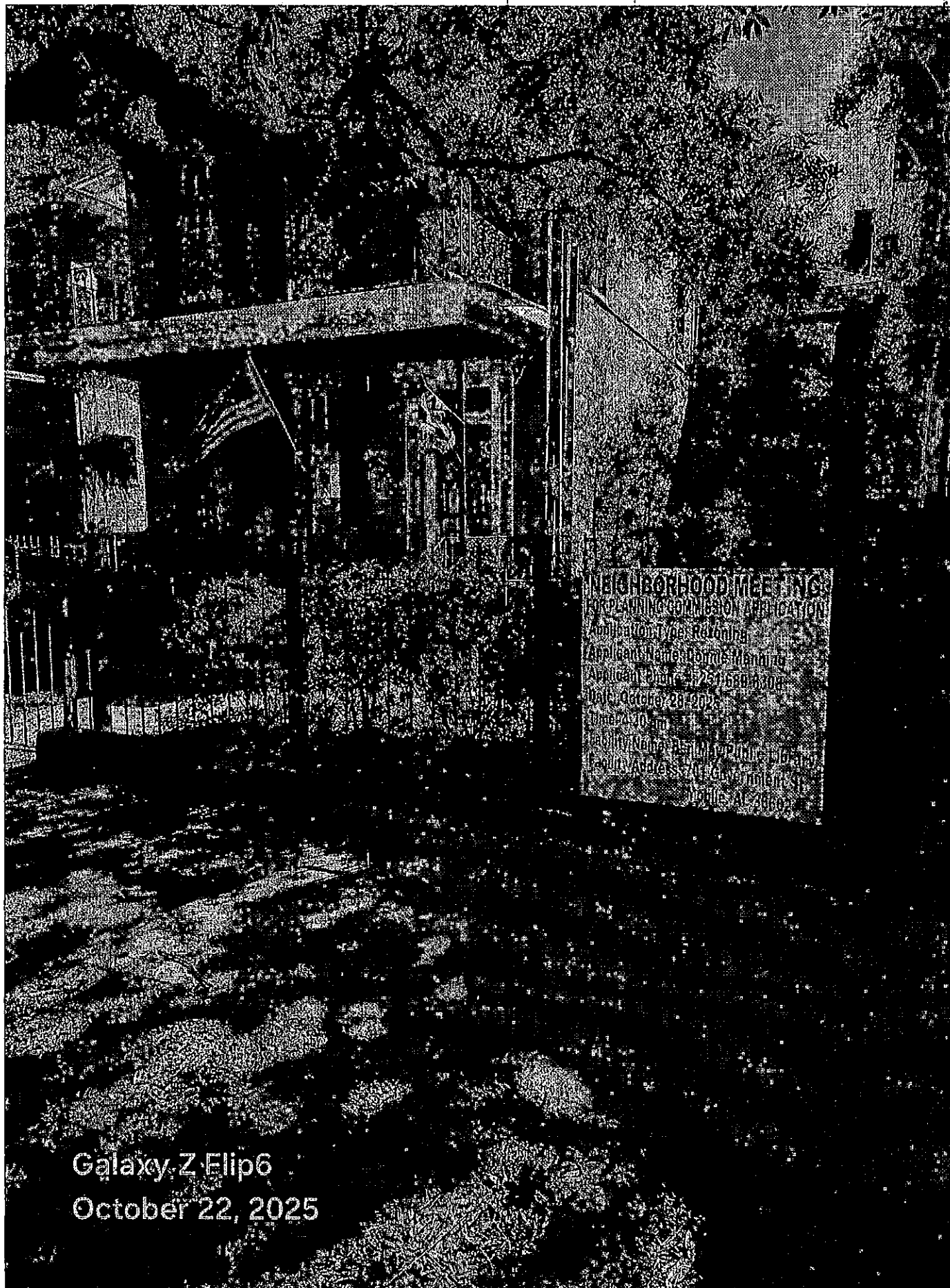
Map for Mobile
 Natural and Urban Map - Additional Content

Parcel Information
 Parcel Key: 001010
 Parcel ID: 8022004-00010004-000
 Parcel Owner: MANNING DONALD O
 401 GOVERNMENT ST
 MOBILE, AL 36604

Map Links
 Google Street View

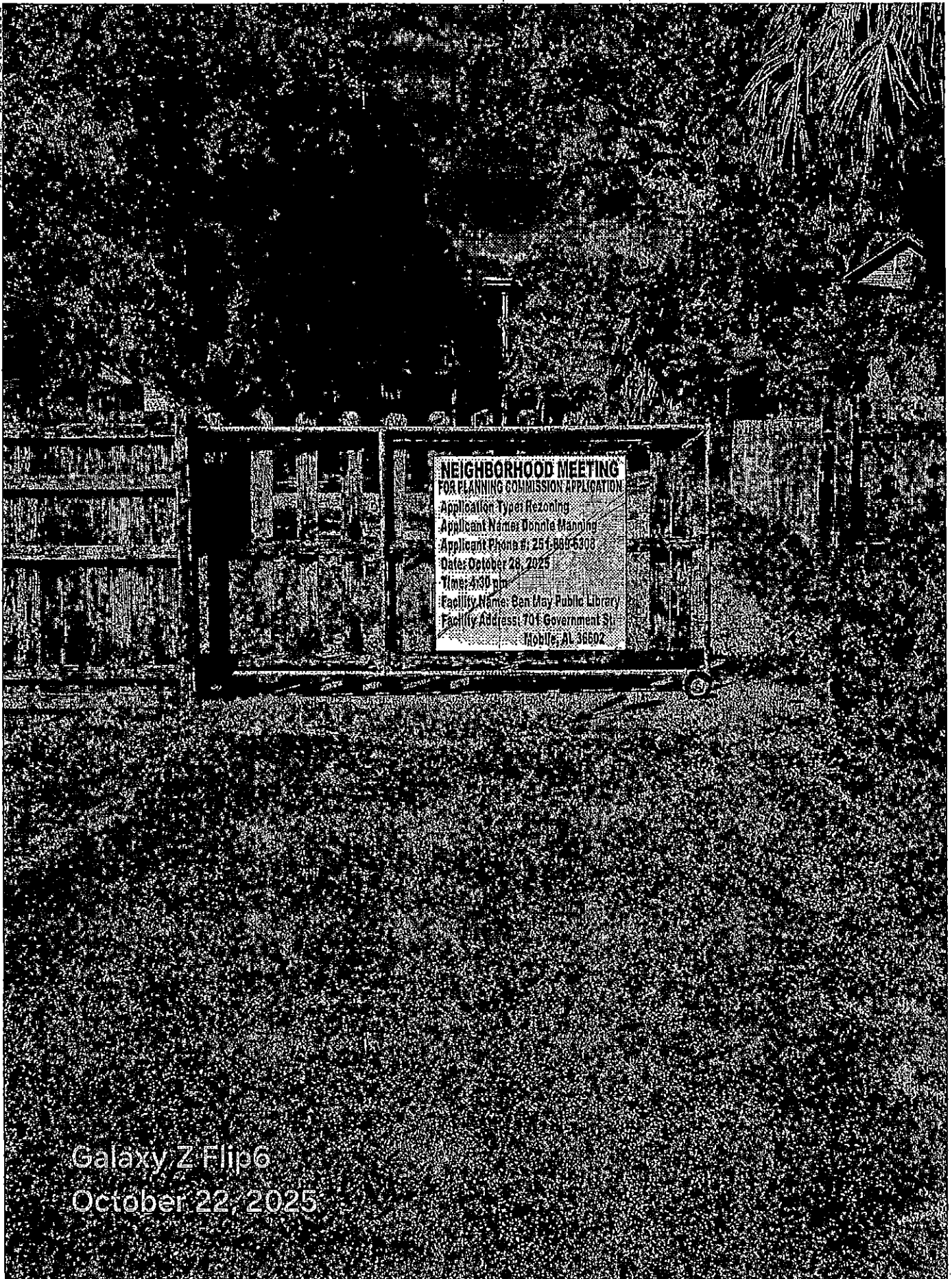


PLANNING AND ZONING
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Galaxy Z Flip6
October 22, 2025

PLANNING AND ZONING
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Galaxy Z Flip6
October 22, 2025

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LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

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WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

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BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

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MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

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YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

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STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

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156 S BROAD ST
MOBILE AL 36602

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WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

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DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

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Brett Orrell
5588 Jackson Road
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MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

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BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

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LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

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GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

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DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

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426 S CRAFT HWY
CHICKASAW AL 36611

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WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
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BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
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HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

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MOBILE AL 36604

R022906390003056.000
SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906400010336.002
HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

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OAKLEIGH DEVELOPMENT PARTNERS LLC
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OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
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Mobile, AL, 36619



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:		
Email:		
Address:		

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	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
909 GOVERNMENT ST **0.39**

Property Address
R022906400010334.000

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
R1 AND RB

RB

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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
Date: 2025.10.17 13:06:02
05'00'

Applicant or Agent Signature

Date

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CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

5. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

☐ Yes ☐ No

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

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation

RB

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.

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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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.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

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

none

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

none

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.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subbdivision SUB-003394-2025

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

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

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

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

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

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

SITE PLAN AND BUILDING INFORMATION

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

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

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

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

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

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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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Agenda Item # 12

SUB-003394-2025 & ZON-UDC-003511-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

909 Government Street

Subdivision Name:

Donnie Manning Subdivision

Applicant / Agent:

Donald Manning

Property Owners:

Donald Manning

Current Zoning:

R-1, Single-Family Residential Urban District &
R-B, Residential Business District

Proposed Zoning:

R-B, Residential Business District

Future Land Use:

Traditional Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

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

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	12	DATE	November 20, 2025
APPLICANT	Donnie Manning Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-B		



NTS

SITE HISTORY

The site consists of a single tax parcel that is split-zoned R-1, Single-Family Residential Urban District, and R-B, Residential Business District. The property was annexed into the City of Mobile in 1814, and according to current Revenue Commission records, the northern portion was developed with a dwelling in 1872.

The property was later divided into two parcels from what was identified as *Square 69* of the Gordon Division of the Favre Tract Subdivision, the plat for which was recorded in a Deed Book in the Mobile County Probate Court in April 1875. Both parcels were identified as residential on the 1934 Land Use Map.

With the adoption of the 1951 Zoning Ordinance, the north parcel was assigned a C-3, Central Business District classification, while the south parcel received an R-3, Multiple-Family Residence District classification. With the adoption of the 1967 Zoning Ordinance, the north parcel was rezoned to B-4, General Business District, and the south parcel retained its R-3 classification.

Subsequent zoning changes were adopted through area-specific studies:

- On October 9, 1984, the City Council rezoned the north parcel from B-4 to R-B, Residential Business District, as part of the *Government Street Zoning Study*.
- On July 21, 1992, the south parcel was rezoned from R-3 to R-1, Single-Family Residential District, as part of the *Oakleigh Garden District Zoning Study*.

Both parcels, now under single ownership and combined into one tax parcel with a single metes-and-bounds legal description, have retained these zoning classifications through the 2023 adoption of the Unified Development Code (UDC).

The Board of Zoning Adjustment (BOA) has considered two prior applications for the site:

- In October 1996, the BOA approved a Use Variance to allow use of the south portion of the property as a parking lot in the R-1 district, to serve an adjacent office.
- In February 1997, the BOA approved a Use Variance to allow access to an attorney's office located within the R-B portion of the property via the R-1 portion.

No additional Planning Commission or Board of Zoning Adjustment cases are associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a written description for the proposed subdivision boundary.
- C. Show and label all flood zones. New maps went into effect on June 5, 2020.
- D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation.

- E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 3,000 and LOT 2 – NONE. The two lots will share the 4,000 SF credit provided to the original lot as follows: LOT 1 – 2,000 SF, LOT 2 – 2,000 SF. Stormwater detention will be required for any additional impervious area on LOT 1 over the 5,000 SF; and stormwater detention will be required for any additional impervious area on LOT 2 over the 2,000 SF.
- F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- G. Add a note that 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.
- H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by 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:

Subdivision

The purpose of this application is to create two (2) legal lots of record from one (1) metes-and-bounds parcel. The site is currently served by public water and sanitary sewer.

Proposed Lot 1 will have frontage along Government Street, a Principal Arterial Street requiring a 100-foot-wide right-of-way at this location. Proposed Lot 2 will front Church Street, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way widths along both streets; therefore, no additional dedication is required.

As proposed, both lots exceed the minimum area requirements for parcels served by public water and sanitary sewer in both the existing and proposed zoning districts. Lot areas are labeled in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, or provided in a table containing the same information.

Neither proposed lot meets the minimum 60-foot width requirement for commercial lots per Section 6.C.2(b)(4) of the Subdivision Regulations. However, the property appears to have existed in its current configuration prior to adoption of current standards, and similarly configured lots are common in the surrounding area. Therefore, a waiver of Section 6.C.2(b)(4) may be appropriate.

A 25-foot front yard setback is illustrated along both Government Street and Church Street; however, only a five (5)-foot front yard setback is required under the existing and proposed zoning districts. Accordingly, if approved, the Final Plat should reflect a minimum five (5)-foot front yard setback along each street frontage, in compliance with Article 2 of the Unified Development Code (UDC) and Section 6.C.8. of the Subdivision Regulations.

If approved, the subdivision will result in proposed Lot 1 being split-zoned R-1 and R-B. Therefore, approval of the Subdivision request will be contingent upon approval of the associated Rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in proposed Lot 1 being split-zoned R-1 and R-B. The applicant's justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

The site is bordered to the north, east, and west by R-B-zoned properties that are developed with a mix of residential and office uses. The property to the southeast is zoned R-1 and developed with a single-family dwelling.

The site plan submitted with the rezoning application depicts the existing structure on proposed Lot 1, labeled for use as a dwelling, along with a paved parking area on proposed Lot 2. No future development plans were submitted with this request. It should be noted that any future development or redevelopment of the properties may be subject to full compliance with all applicable requirements of the Unified Development Code (UDC).

The site is located within the Oakleigh Garden District Historic Overlay; thus any future development or redevelopment may also require review and approval by the Architectural Review Board.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In this case, the proposed subdivision may warrant reclassification to eliminate split zoning. If approved, the rezoning process should be completed prior to signing the Final Plat for the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.2(b)(4) will be required (for lot width) and the following conditions could apply:

1. Retention of the right-of-way widths of Government Street (100 feet) and Church Street (50 feet) on the Final Plat;
2. Retention of the lot size labels in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations;
3. Retention of at least a five (5)-foot minimum front yard setback line along both street frontages;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;

- (2) Surrounding land uses;
- (3) Would adversely impact neighboring properties; or
- (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

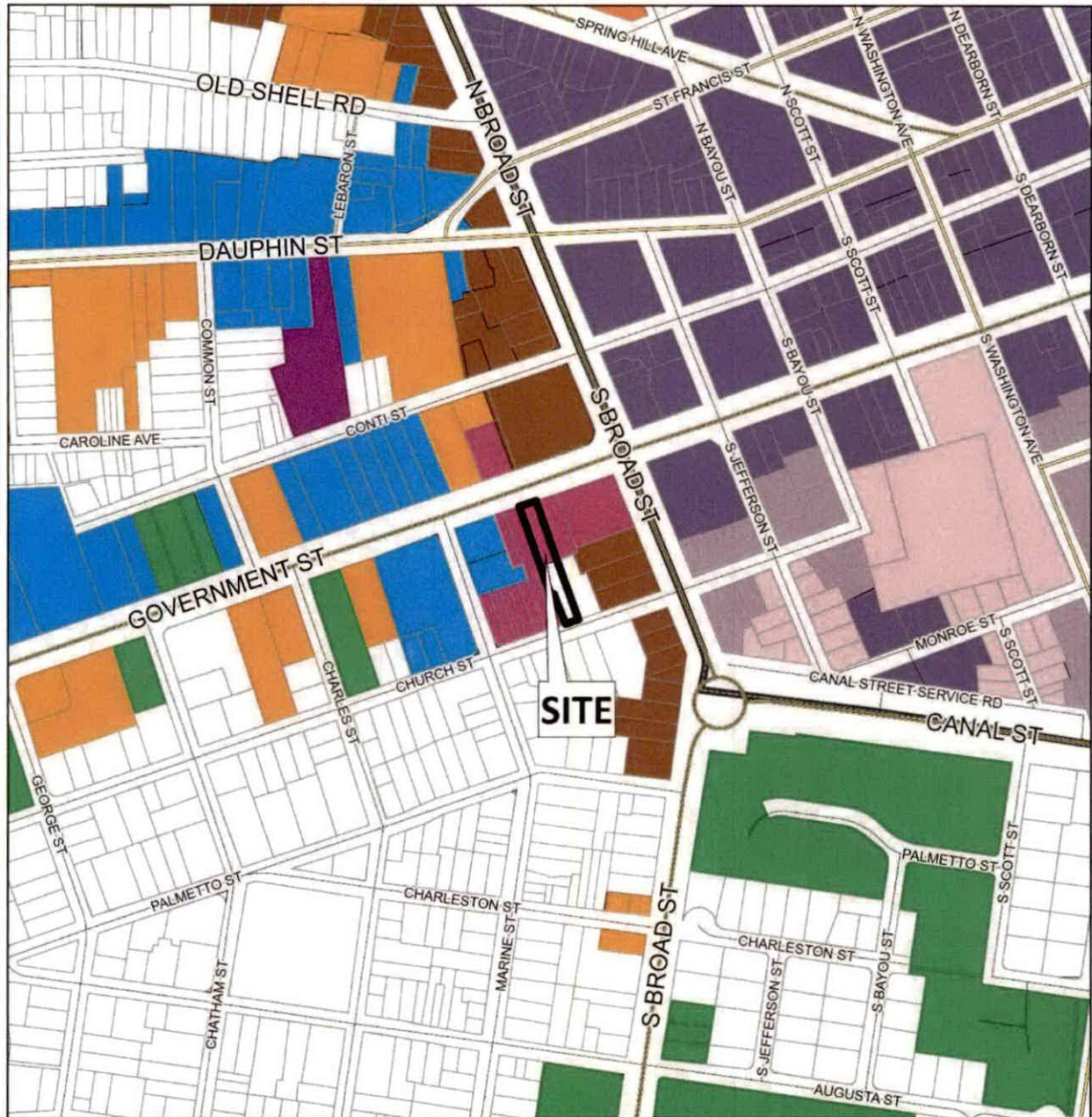
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



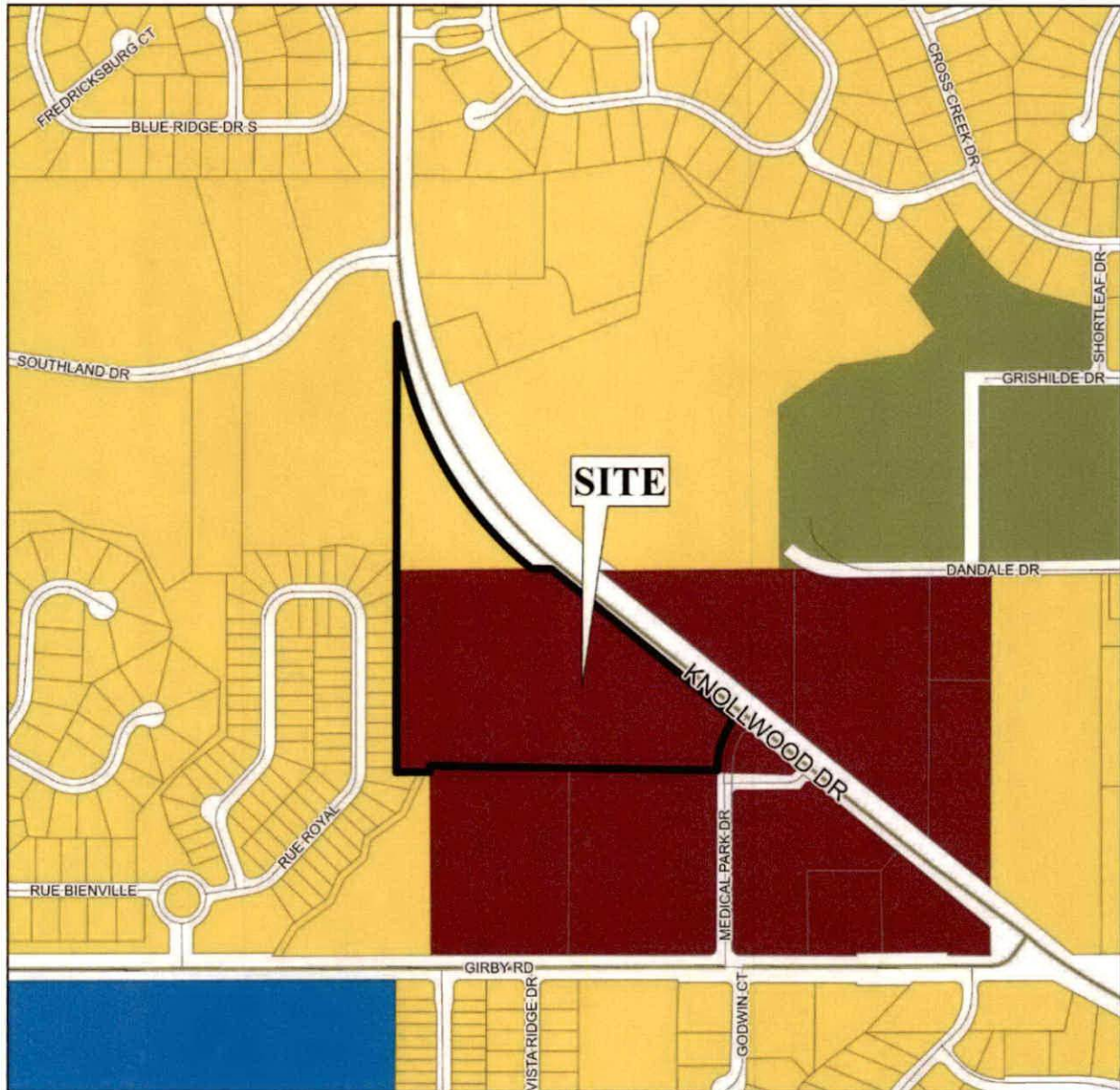
APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

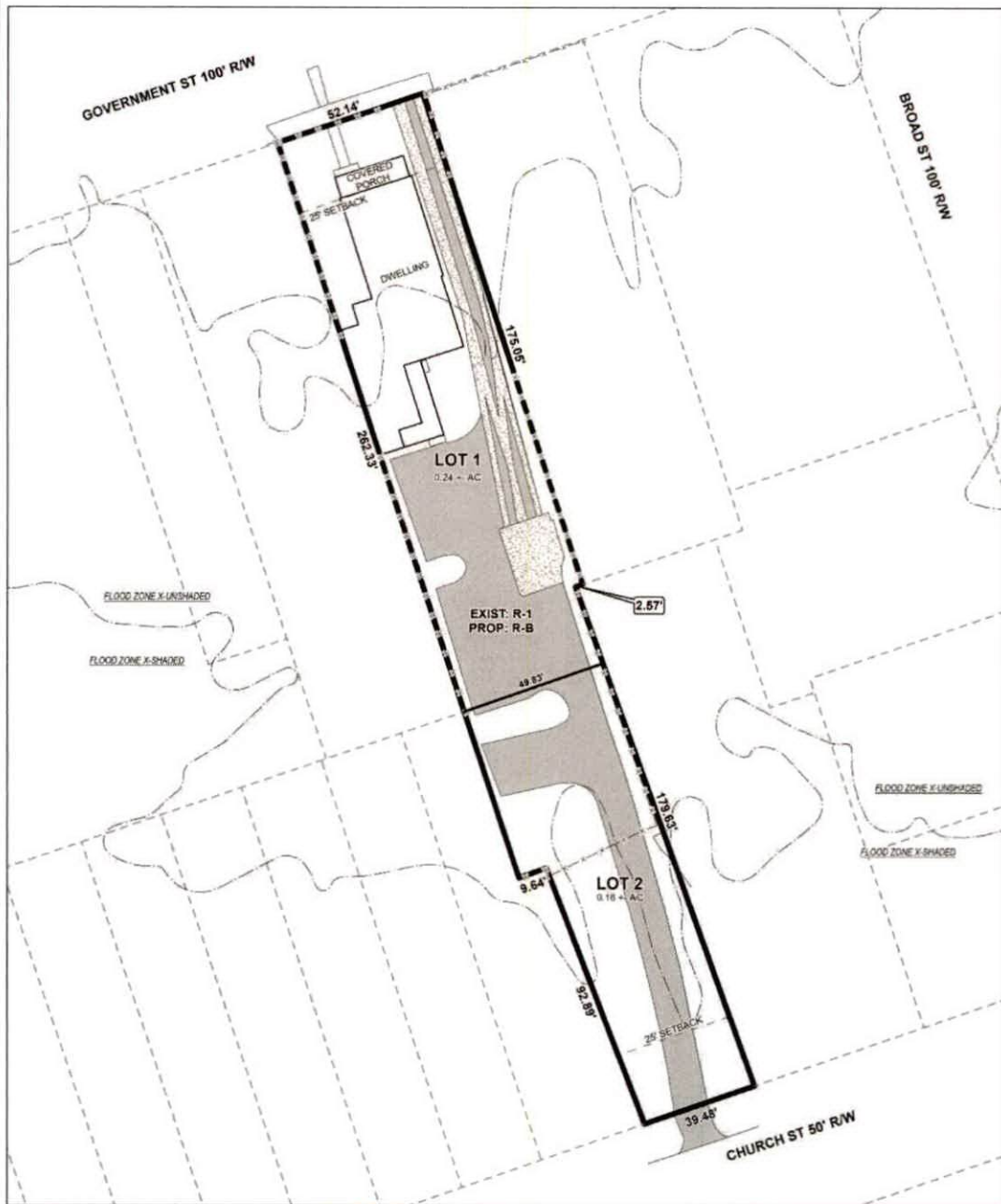
APPLICATION NUMBER 12 DATE November 20, 2025
 APPLICANT Donnie Manning Subdivision
 REQUEST Subdivision, Rezoning from R-1 to R-B

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 existing dwellings, drives, and proposed zoning.

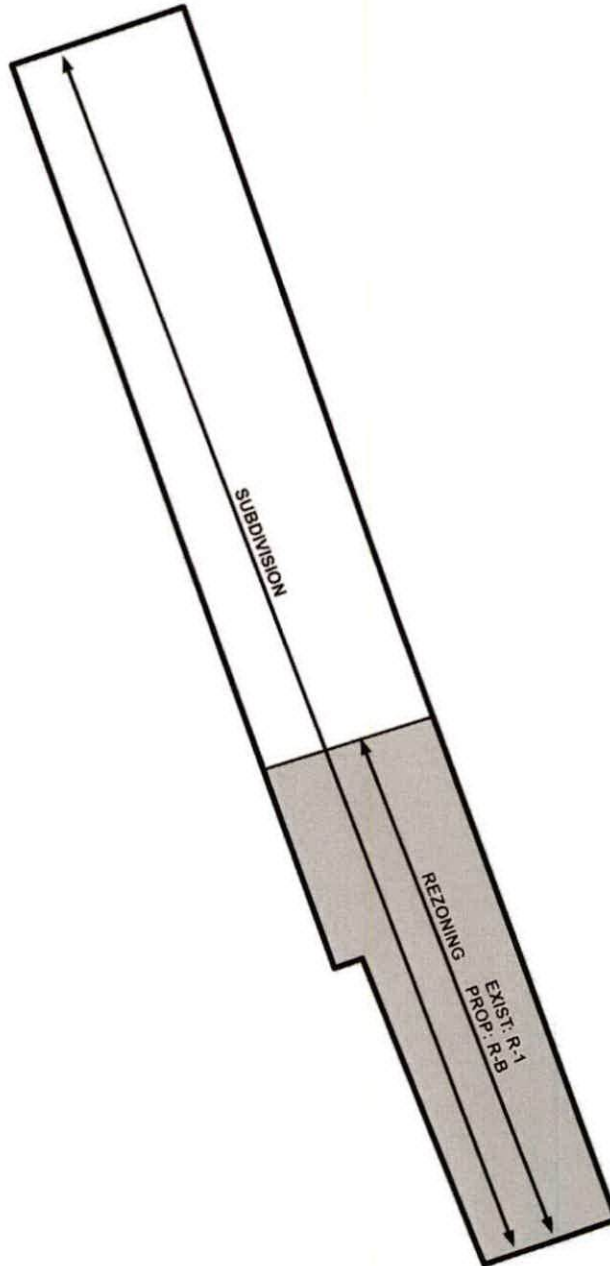
APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B



DETAIL SITE PLAN



APPLICATION NUMBER	12	DATE	November 20, 2025
APPLICANT	Donnie Manning Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-B		



Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

Mixed Use Areas: Corridors

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- › Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- › Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- › Commercial
- › Office
- › Civic
- › Residential, Multifamily

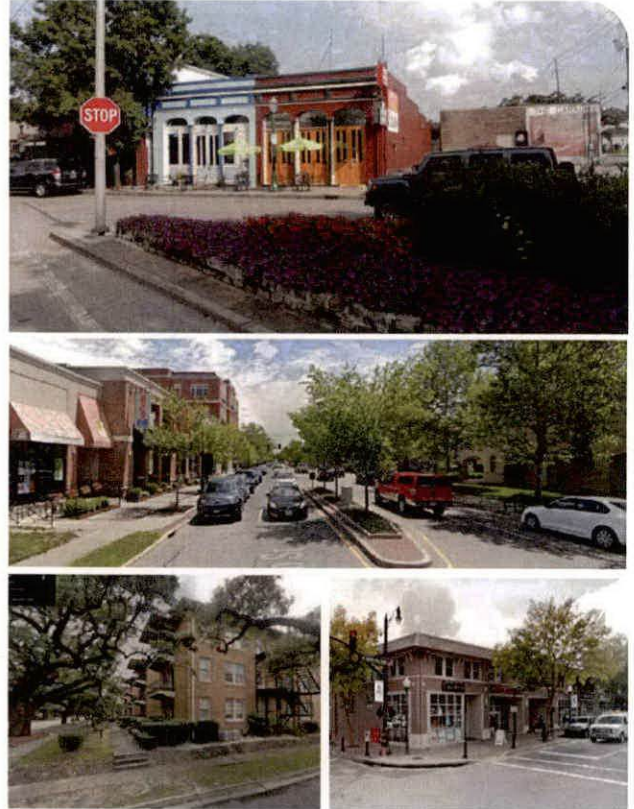
Secondary Uses

- › Residential, Attached
- › Parks

Housing mix

- › Various types ranging in density from 10 to 30 du/ac;
- › Residential units above ground-floor retail
- › Multifamily buildings (small scale)
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt
Kelsi Tippery, Grants Developer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Brookley by the Bay Southern Activation Zone - City of Mobile." Utilizing GOMESA funding in 2020, the City of Mobile acquired approximately 98 acres for public access along Mobile Bay's western shore just east of the Mobile Aeroplex at Brookley. The acquisition allowed the City of Mobile to design a transformative park to allow visitors access to beaches, open fields, large tree canopies, as well as unique ecosystems such as tidal flats, marshes, forested wetlands, and shallow lagoons along Mobile Bay. This GOMESA project will fund preconstruction services and assist with funding construction costs necessary to complete construction of the roadway and pedestrian path infrastructure that will provide public access to the waterfront park. Utilizing a combination of GOMESA and City funding, approximately 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway will be designed and constructed for the park entrance off Broad Street and associated pedestrian access. The necessary work to achieve project completion of the access improvements includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total amount of this agreement is \$3,500,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

Amount of Contract:

\$3,500,000

Funding Source

GOMESA

ATTACHMENTS:

1. Cover Letter Brookley
2. RESOLUTION-GOMESA Brookley
3. City of Mobile Brookley by the Bay G-CMBBSAZ-25-CM FTG

REVIEWERS:

Tiereney Leverette

Lana Pafenbach



January 15, 2026

Dear Councilmembers:

The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Brookley by the Bay Southern Activation Zone - City of Mobile." Utilizing GOMESA funding in 2020, the City of Mobile acquired approximately 98 acres for public access along Mobile Bay's western shore just east of the Mobile Aeroplex at Brookley. The acquisition allowed the City of Mobile to design a transformative park to allow visitors access to beaches, open fields, large tree canopies, as well as unique ecosystems such as tidal flats, marshes, forested wetlands, and shallow lagoons along Mobile Bay. This GOMESA project will fund preconstruction services and assist with funding construction costs necessary to complete construction of the roadway and pedestrian path infrastructure that will provide public access to the waterfront park. Utilizing a combination of GOMESA and City funding, approximately 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway will be designed and constructed for the park entrance off Broad Street and associated pedestrian access. The necessary work to achieve project completion of the access improvements includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total amount of this agreement is \$3,500,000.

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We look forward to continued 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
Department of Engineering and Infrastructure

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 accept and receive GOMESA grant funding in the amount of \$3,500,000.00 from the Alabama Department of Conservation and Natural Resources (ADCNR) in support of the Brookley by the Bay Project. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

STATE OF ALABAMA)

ADCNR GRANT#: G-CMBBSAZ/25/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and City of Mobile, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”) to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to leverage funding to provide roadway and pedestrian path infrastructure to access Brookley by the Bay Park, as described in the Disbursement Justification attached as Exhibit A (“Project”).
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.
3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide,

G-CMBBSAZ/25/CM

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Rev. 11/1/2023

in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end February 1, 2029.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION FIVE HUNDRED THOUSAND and 00/100 (\$3,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

- b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

G-CMBBSAZ/25/CM
 Page 3 of 18
 Rev. 11/1/2023

11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
 - a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for

six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS (\$5,000,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Grantee shall have the option, in addition to the other remedies of the Agreement, of

renegotiating the Agreement to extend or change payment terms or amounts, or terminating the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: Spiro N. Cheriogotis,
Mayor 205 Government Street
Mobile, AL 36602

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State’s right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

GRANTEE:

Christopher M. Blankenship
Commissioner

Spiro N. Cheriogotis, Mayor
City of Mobile

Date: _____

EXHIBIT A

G-CMBBSAZ/25/CM
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State of Alabama GOMESA Disbursement Justification

Background:

GOMESA was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Brookley by the Bay Southern Activation Zone - City of Mobile

Utilizing GOMESA funding in 2020 (G-CMBA/20/CM), the City of Mobile acquired approximately 98 acres for public access along Mobile Bay's western shore just east of the Mobile Aeroplex at Brookley (Figure 1). The acquisition allows visitors access to beaches, open fields, large tree canopies, as well as unique ecosystems such as tidal flats, marshes, forested wetlands, and shallow lagoons along Mobile Bay (Figure 2).

This GOMESA project will fund preconstruction services and assist with funding construction costs necessary to complete construction of the roadway and pedestrian path infrastructure that will provide public access to the waterfront park. Utilizing a combination of GOMESA and City

funding, approximately 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway will be designed and constructed for the park entrance off Broad Street and associated pedestrian access (Figure 3). The necessary work to achieve project completion of the access improvements includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total cost of achieving project completion of both preconstruction and construction activities for the vehicular and pedestrian enhancements is estimated to be approximately \$13M. The GOMESA project component of the funding will provide \$3.5M to leverage a City of Mobile funding contribution covering the remaining balance of approximately \$9.5M.

This project meets several GOMESA Authorized Uses including coastal protection and restoration, mitigation of damage to fish, wildlife, and natural resources, implementation of a federally approved marine, coastal, or comprehensive conservation management plan, and mitigation of the impact of outer Continental Shelf activities through the funding of an onshore infrastructure project. Upon completion, the access improvements will mitigate impacts to natural resources caused by unmanaged access and user pressure due to currently limited access points. Such unmanaged access often results in adverse environmental impacts associated with increased sediment load from shoreline de-stabilization, rutting/soil compaction, and increased siltation of wetland habitats. Improvements to the roadway and pedestrian paths will reduce environmental impacts by minimizing erosion and protecting natural habitats. The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to improve ecosystem function and resilience through protection, restoration, and conservation along shorelines through Ecosystem Restoration and Protection – 3 (ERP – 3). Ecosystem Restoration and Protection - 5 (ERP-5) strives to enhance public access to the water and natural landscapes under. In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) aims to increase opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will expand outdoor public recreation opportunities and preserve and enhance an important connection to Mobile Bay in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited.

Project Duration:

This project is expected to take approximately thirty-six (36) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs which includes satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice that includes (1) satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement; (2) satisfactory verification that construction completion of project components can be achieved through available funding; and (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Pre-Construction Costs including Surveys, Environmental Investigations, Geotechnical, Material Testing Services, Engineering & Design, and Permitting Associated with Demolition, Utilities, Lighting, Landscaping, Pedestrian Pathway, and Roadway Infrastructure	\$1,000,000
2	Leveraging of Construction Costs Associated with Demolition, Utilities, Lighting, Pedestrian Path, and Roadway Infrastructure, Construction Engineering & Inspection, and Construction Administration	\$2,500,000
Total GOMESA Funding Not to Exceed		\$3,500,000
City of Mobile Contribution (remaining Construction Costs and such other amounts as necessary to achieve design and construction completion of vehicular and pedestrian access improvements)		\$9,492,991
Estimated Total Project Cost		\$12,992,991

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

Spiro N. Cheriogotis, Mayor
City of Mobile

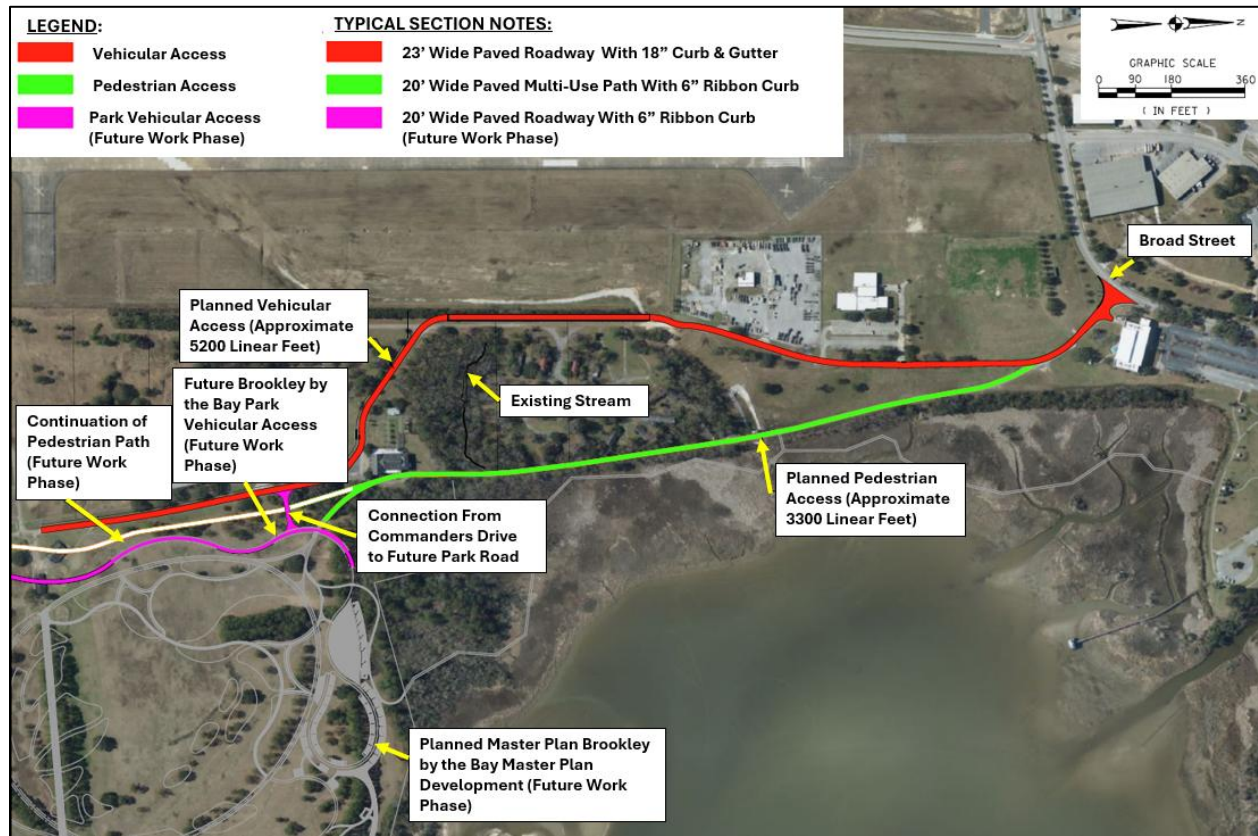
Figure 1: Brookley by the Bay Park Overview



Figure 2: Current Landscape at Brookley by the Bay Park



Figure 3: Vehicular and Pedestrian Access Design & Construction





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt
Kelsi Tippery, Grants Developer

Sponsored by:

Purpose and Scope of Project:

The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Mobile Riverfront Park Enhancements Phase III – City of Mobile." Phase III of the Mobile Riverfront project will enhance resiliency, walkability, and enhance connectivity, linking the Cooper Riverside Park bulkhead replacement and park enhancements (Phase I and II) to the northern end of the city-owned riverfront improvements. The Phase III enhancements will include geotechnical, engineering & design, and construction for the relocation of approximately 400' of existing 8' x 5' storm drain culvert, relocation of approximately 300' of existing 20" waterline and construction of an elevated boardwalk area to establish a connection among Phases. This agreement total is \$4,000,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

Amount of Contract:

\$4,000,000

Funding Source

GOMESA

ATTACHMENTS:

1. Cover Letter Riverfront
2. RESOLUTION-GOMESA Riverfront Park Enhancements

3. Mobile Riverfront Park Enhancements Phase III G-MRP-III-25-CM FTG

REVIEWERS:

Tiereney Leverette

Lana Pafenbach



January 15, 2026

Dear Councilmembers:

The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Mobile Riverfront Park Enhancements Phase III – City of Mobile." Phase III of the Mobile Riverfront project will enhance resiliency, walkability, and enhance connectivity, linking the Cooper Riverside Park bulkhead replacement and park enhancements (Phase I and II) to the northern end of the city-owned riverfront improvements. The Phase III enhancements will include geotechnical, engineering & design, and construction for the relocation of approximately 400' of existing 8' x 5' storm drain culvert, relocation of approximately 300' of existing 20" waterline and construction of an elevated boardwalk area to establish a connection among Phases. The total of this agreement is \$4,000,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

We look forward to continued 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 positioned above the printed name.

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

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 accept and receive GOMESA grant funding in the amount of \$4,000,000.00 from the Alabama Department of Conservation and Natural Resources (ADCNR) in support of the Mobile Riverfront Park Enhancements Project. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

STATE OF ALABAMA)

ADCNR GRANT#: G-MRP III/25/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and City of Mobile, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”) to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to assist with construction of an elevated boardwalk and relocation of culvert and waterline infrastructure, as described in the Disbursement Justification attached as Exhibit A (“Project”).
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.
3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and

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consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end February 1, 2029.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION and 00/100 (\$4,000,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

- b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

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 Rev. 11/1/2023

11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
 - a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for

six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS (\$5,000,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Grantee shall have the option, in addition to the other remedies of the Agreement, of

renegotiating the Agreement to extend or change payment terms or amounts, or terminating the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating

controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: Spiro N. Cheriogotis,
Mayor 205 Government Street
Mobile, AL 36602

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State’s right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, including but not limited to the State's right of immunity from suit as provided by Article

1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

GRANTEE:

Christopher M. Blankenship
Commissioner

Spiro N. Cheriogotis, Mayor
City of Mobile

Date: _____

EXHIBIT A

State of Alabama GOMESA Disbursement Justification

Background:

GOMESA was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase III – City of Mobile

The City of Mobile is revitalizing the Riverfront Park along the Mobile River to reestablish the community riverfront area in downtown Mobile. Utilizing \$8M in GOMESA funds, the Mobile Riverfront Phase I project (G-CMRPE/21/CM) began in 2022 and is currently underway. The Phase I project repairs/replaces approximately 80 linear feet of the Great Lawn bulkhead and approximately 55 linear feet along the South Coffey Cell. Beginning in 2024, \$4M in Phase II GOMESA project (G-CMRPEII/24/CM) funding is helping leverage the Phase I shortfall to complete the construction of the South Coffey Cell as well as upland Park amenity enhancements to the Great Lawn area. The Phase I and Phase II projects utilize funding to ensure riverfront infrastructure provides the foundation for obtaining the city's vision and complements the completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

This GOMESA project will fund Phase III of the Mobile Riverfront project to enhance resiliency, walkability, and enhance connectivity, linking the Cooper Riverside Park enhancements to the northern end of the city-owned riverfront improvements (Figure 1). The Phase III enhancements will include geotechnical, engineering & design, and construction for the relocation of approximately 400' of existing 8' x 5' storm drain culvert, relocation of approximately 300' of existing 20" waterline and construction of an elevated boardwalk area to establish a connection among Phases (Figure 2).

This project meets several GOMESA Authorized Uses including coastal protection and restoration, mitigation of damage to fish, wildlife, and natural resources, implementation of a federally approved marine, coastal, or comprehensive conservation management plan, and mitigation of the impact of outer Continental Shelf activities through the funding of an onshore infrastructure project. Upgrades to the culvert and waterline will reduce environmental impacts by more effectively managing stormwater runoff, minimizing erosion, and improving water quality, thereby enhancing ongoing efforts to protect natural resources. The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to improve ecosystem function and resilience through protection, restoration, and conservation along shorelines through Ecosystem Restoration and Protection – 3 (ERP – 3). Ecosystem Restoration and Protection - 5 (ERP-5) strives to restore and expand human connections to nature as a mechanism for improving environmental protection. In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) aims to increase opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will provide additional infrastructure to expand outdoor public recreational opportunities and preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited.

Project Duration:

This project is expected to take approximately thirty-six (36) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs which includes satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice that includes (1) satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement; (2) satisfactory verification that construction completion of project components can be achieved through available funding; (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs; (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Permitting, Geotechnical, Engineering & Design Associated with the Storm Drain Culvert, Waterline, and Elevated Boardwalk	\$500,000
2	Construction Costs Associated with the Storm Drain Culvert, Waterline, Elevated Boardwalk, Construction Engineering & Inspection, and Construction Administration	\$3,500,000
Total GOMESA Funding Not to Exceed		\$4,000,000
City of Mobile Contribution (or such amount as necessary to achieve GOMESA Phase III project completion)		\$686,100
Estimated Total Project Cost		\$4,686,100

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of

damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

Spiro Cheriogotis, Mayor
City of Mobile

G-MRP III/25/CM
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Figure 1: Mobile Riverfront Park Overall Site Plan

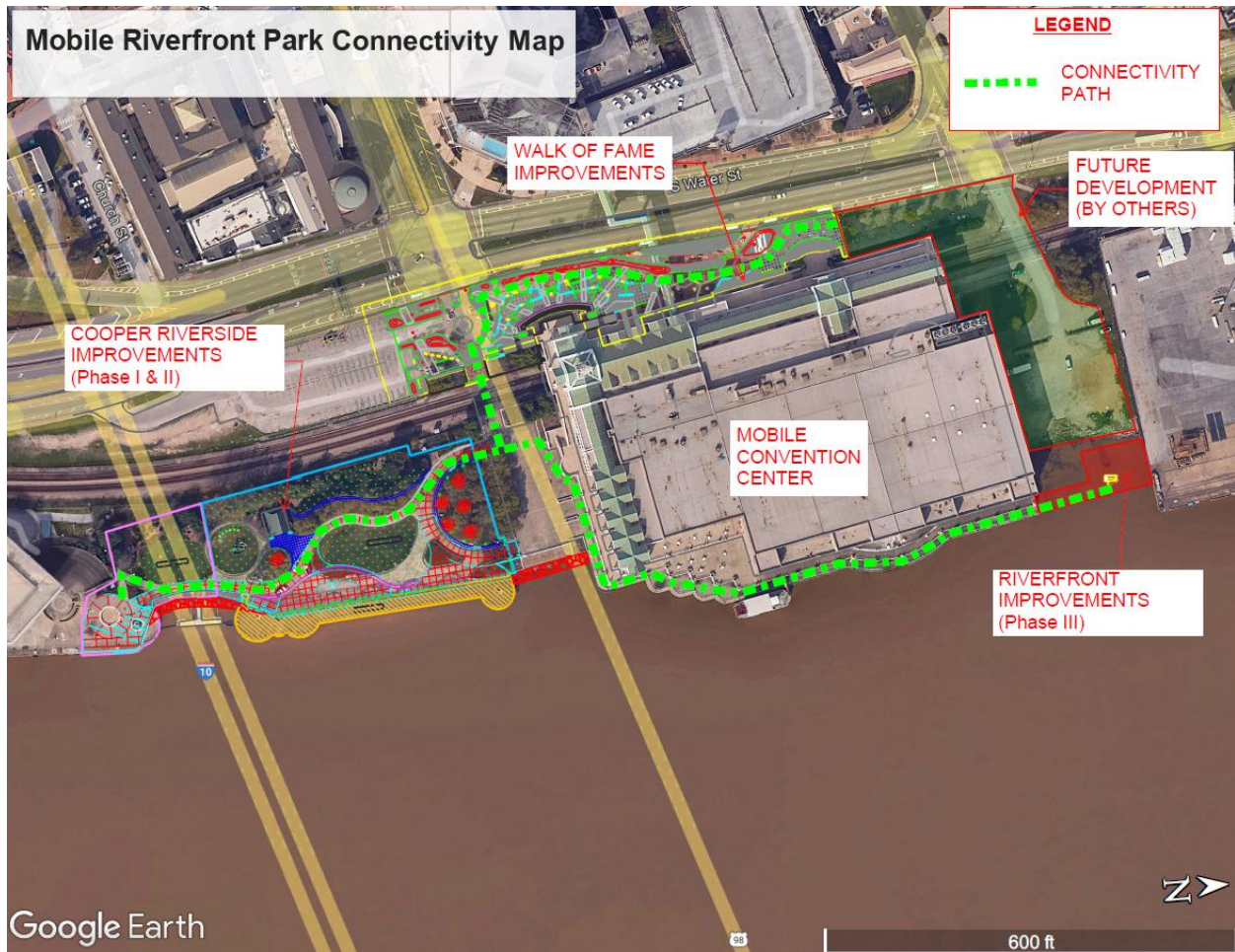
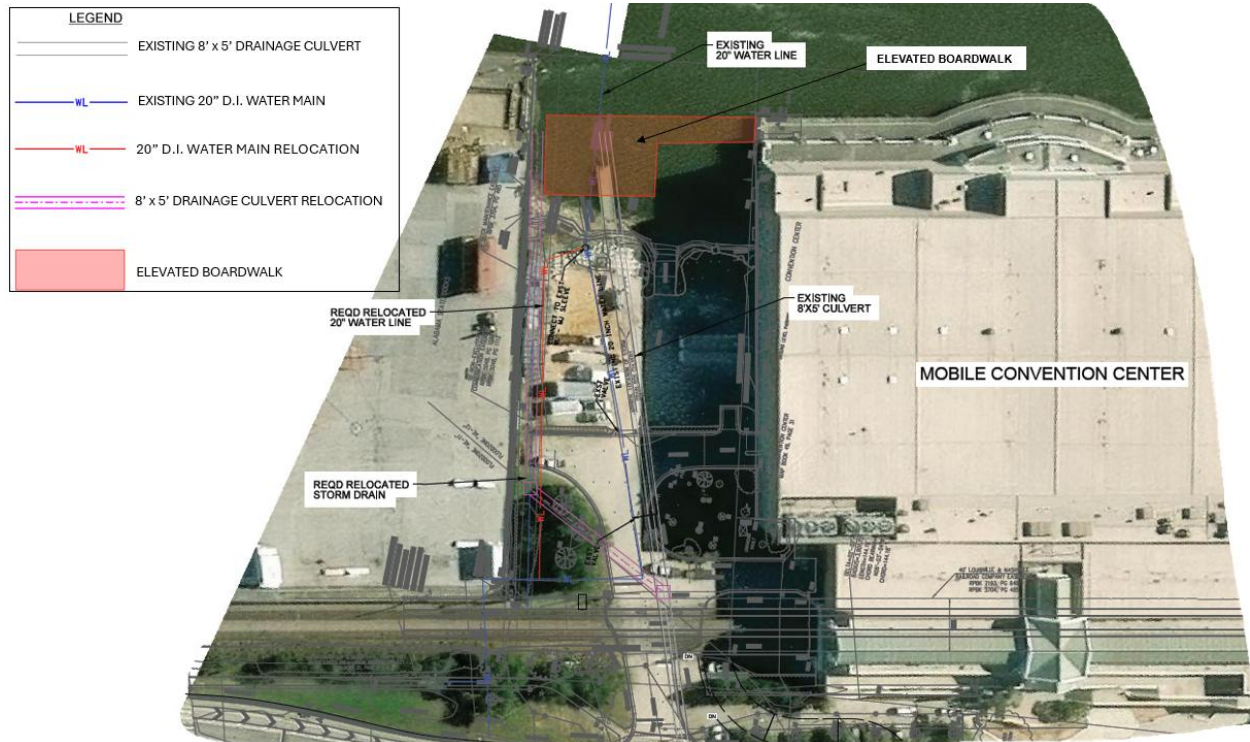


Figure 2: Mobile Riverfront Park Phase III Improvements





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve proposed Bid award to various vendors for janitorial supplies. Price good for one year, renewable for two additional one-year periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund

ATTACHMENTS:

1. 20260115 Janitorial Agenda Package Bids

REVIEWERS:

Tiereney Leverette

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 January 2026
Date

Item No. _____

Submitted by: _____
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
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: Item-Award Bid for Approval for Janitorial Supplies

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to various vendors for janitorial supplies. Price good for one year, renewable for two additional one-year periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

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

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 6015

How many bidders received bid packages (if applicable): 13 +Internet

How many bidders submitted bids (if applicable): 2

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 accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>6015</u>	Janitorial Supplies	194	See bid tab	For one year, then renewable for two additional one-year periods	<u>(21950) Bay Paper Company, Inc;</u> <u>(151000) Office Solutions & Innovations, Inc</u>

Adopted:

City Clerk

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	ITEM	DESCRIPTION	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM
2			21950				151000				298761		
3			BAY PAPER				OSI				IMPERIAL DADE		
4	1329	BAGS TRASH, 15 X 9 X 32, WHITE, 0.35 MIL, 16 GALLON, 500 BAGS PER CASE. (BOARDWALK BWK2432EXH, 500/CS. PRO-MT331XW-CS) OR EQUAL TO.	\$19.50	CASE	NORAMCO RST2432.45XLW	500/CS CALCULATED .039/BG	\$34.58	CS	NORRST2432XLW - LINER, 24X 32, 12-16 GAL, WHITE, 0.35, CORELESS, STAR, 1000/CS; SOLD 1000/CS - \$34.58/CS	SOLD 1000/CS - \$34.58/CS CALCULATED .034/BG	NO BID		
5	2781	DEGREACHSER BETCO ULTRA 2000 #1 3604. (SPARTAN SPN203804 4/1 GAL/CS) OR EQUAL TO.	\$31.10	CASE	KEMPER DYNOMITE	4-1GAL/CS	\$38.46	CS	SFPN203804 - BH-38 - BUTYL CLEANER. INDUSTRIAL STRENGTH, BUTYL - BASED CLEANER/DEGREACHSER.	ECONOMICALLY HANDLES A VARIETY OF CLEANING JOBS.			
6	5068	BUFFING PADS, PADS BUFFING, 20" RED. (BOARDWALK BWK4020RED, 5/CS) OR EQUAL TO.	\$16.87	CASE			\$ 17.56	5/CS	BWK4020RED - PAD, FLOOR, BUFFING, 20", RD				
7	5076	BUFFING PADS, PADS BUFFING/POLISHING, 17", NATURAL HAIR, JACKAROO BRAND. (BOARDWALK BWK4017NAT, 5/CASE) OR EQUAL TO.	\$18.67	CASE			\$ 14.60	5/CS	BWK04017NAT - PAD, FLR, C-17" NT HAIR				
8	5142	COFFEE STIRRER. BWKSTRU 525B10	\$10.34	CASE	CRYSTALWARE 5BSS101000	10/1000/CASE	\$ 1.52	1/1000/PAC K	COFFEE STIRRER. BWKSTRU525B10	BWKSTRU525B10 - STRAW, STIR, JMB, 5.25IN, BK 1000/PK 10/CT			
9	5231	TRASH BAGS, 12-16 GALLON 24 X 32 PB2432LR 500 P/CASE. (BWK2432EXH) OR EQUAL TO.	\$19.50	CASE	NORAMCO RST2432.45XLW	500/CS	\$ 34.58	1000/CS	NORRST2432XLW - LINER, 24X 32, 12-16 GAL, WHITE, 0.35, CORELESS, STAR, 1000/CS; SOLD 1000/CS - \$34.58/CS	SOLD 1000/CS - \$34.58/CS			
10	5328	JANITOR CART, CART UTILITY, VINYL, CAPACITY 500 LBS. SIZE 25 7/8 X 45 1/4, BEIGE, RUBBERMAID 4520-88	\$234.02	EACH			\$ 125.67	EACH	BWKJCARTGRA - CART, JNTR, W/ZP YL BG, GY				
11	6947	HAND SANITIZER, CLEANER SANITIZER, HAND, WATERLESS, 4 OZ PLASTIC BOTTLE, HILL MANUFACTURING "SKIN SANITIZER", #3178-24, (24 BOTTLES/CASE).	\$58.46	CASE	GOJO 965124	24/CS	\$ 51.72	CASE	GOJ965124 - SANITIZER, HAND PUREL 4OZ., 24/4OZ.				
12	6990	SOAP, DISHWASHING LIQUID, JOY, PROFESSIONAL, 38 OZ. SIZE, P & G 45114, OR DAWN 45112 8/38 OZ. CASE **NO SUBS**	\$48.34	CASE			\$ 41.29	CASE	JOY 43606CT - CLEANER, DSHWSH, JOY, 8/38 OZ.				
13	6991	DEODORANT, URINAL BLOCKS, DEODORANT BLOCKS, PLAIN (NO WIRE). (BOARDWALK BWKU03CT, 12/CASE) OR EQUAL TO.	\$10.63	CASE	FRESH PRODUCTS 3PB-F-20-BX	12/CS	\$ 7.69	12/CS	BWKU03CT - BLOCK, 3 OZ URINAL				
14	6992	LAVA SOAP BARS, SOAP LAVA HAND SOAP 48 / 4OZ, BARS / CASE. WD 40/LAVA WSF10383.	\$74.32	CASE			\$ 67.13	CASE	WDF10383 - CLEANER; HAND; BAR; LAVA; 4OZ.				
15	6993	MOPS WET, 18 OZ., #2289 BWK116C - OR EQUAL TO.	\$39.90	CASE	ABCOCD50016	6/CASE CALCULATED 6.65/MOP	\$ 4.14	EACH	CD - 50016 - ABCO COTTON DECK MOP #16 WOOD HANDLE W/CLEAR COATING 12/CS				
16	6994	MOPS 32 OZ., WET MOP M-32 #2063. PACKAGES OF 6 MOPS. (BOARDWALK BWK132C) (ABCO CD50032) OR EQUAL TO.	\$40.73	CASE			\$ 7.26	EACH	CD - 50032 - ABCO COTTON DECK MOP #32 WOOD HANDLE W/CLEAR COATING 6/CS	7.26/MOP = 43.56/CS			
17	6995	60" CLIP-ON DUST MOP HANDLE, WOOD, 12/CS	\$76.20	CASE			\$ 11.30	EACH	BWK1460 - HANDLE, DSTMP, CLP, 15/16X60				

	A	B	C	D	E	F	G	H	I	J	K	L	M
18	6996	DUST MOP HEADS, MOP HEADS ONLY FOR DUST MOPS, 36"X5", O'DELL M365CH, EACH. OR EQUAL TO.	\$12.42	EACH			\$ 6.36	EACH	DD-91536W - ABCO WHITE DISPOSABLE DUST MOP 5" X 36" 12/CS				
19	6999	BOTTLE SPRAY WITH TRIGGER SPRAYER, QUART SIZE PLASTIC BOTTLE. BOARDWALK BWK00032/BWK58109 PAIR. OR EQUAL TO.	\$1.65	PAIR			\$ 1.44	PAIR	OSIBTLTRIG32 - QT BTL (BWK00032) & TRIGGER (BWK58109); CONSISTS OF BOARDWALK 32 OZ BOTTLE AND BOARDWALK TRIGGER SPRAY				
20	7001	CLEANER, BOWL, 12 QT/CS. STATE MANUFACTURER AND PACKAGING. (BETCO REST STOP 07012-00, 12 QT/CASE. SPN711603) OR EQUAL TO.	\$26.80	CASE	NCL BATHROOM PLUS	12QT/CS	\$ 27.79	CASE	SPN711603 - NABC - NON ACID DISINFECTANT BATHROOM CLEANER. READY-TO-USE.	KILLS HBV AND HCV ON INANIMATE SURFACES. EPA REG. NO. 5741-18. 12/32 OZ./CS INCLUDES MOP			
21	7003	COMET CLEACHNER, CLEACHNSER COMET, 24-21 OZ PER CASE. COMET P&G PGC32987CT, 24/21 OZ/CASE.	\$43.28	CASE			\$ 41.63	CASE	PGC32987CT - 24/21 OZ.				
22	7004	BOWL BLOCK, DEODORANT BLOCK W/HANGER LR, 42R OR EQUAL, 4 1/2 OZ. CUP. (BOARDWALK BWKB04BX 12/CS) OR EQUAL TO.	\$15.89	CASE			\$ 12.50	CASE	BWKB04BX - SANITARY, 4OZ. BOWL BLOCK/ DZ.				
23	7005	CLEANER, 409, SPRAY BOTTLES, 12-32 OZ. PER CASE, 12 SPRAYERS PER CASE, **NO SUBSTITUTE**	\$44.00	CASE			\$ 46.14	CASE	CLO35306CT - CLEANER, 409 FORMULA, 32 OZ. - 12/32OZ.				
24	7006	409 CLEANER, CLEANER REFILL FOR 409, 4 1 GALLON PER CASE. **NO SUBSTITUTIONS**	\$44.73	CASE			\$ 46.44	CASE	CLO35300CT - CLEANER, FORMULA 409- 1 GAL (4-128OZ)				
25	7008	PINE OIL, 12-28 OZ PER CASE. (CLOROX CLO60148CT, 12/14 OZ/CASE) OR EQUAL TO.	\$38.72	CASE			\$ 30.73		CLO60148CT - CLEANER, PINE 14/12,YL, 12/28 OZ.				
26	7009	PINE OIL (AMONO PINE) 4-1 GAL / CASE. BWK4734 OR EQUAL TO.	\$30.83	CASE	KROWN BAY PINE	4-1GAL/CS	\$ 25.52	CASE	01763-C4002 - KOR CHEM PINE CLEANER MULTI-PURPOSE CLEANER & DEODORIZER CONCENTRATED W/PINE OIL 4/1 GAL	KOR CHEM PINE CLEANER			
27	7012	PADS SOS, 12-15/CS. CLOROX CLO88320CT, 180/CASE. OR EQUAL TO.	\$56.78	CASE			\$ 46.58	CASE	AMY23318 - STEEL, WOOL, SP PD, 12-18PK				
28	7015	SOAP LAUNDRY, TIDE DETERGENT, P&G 2-143 OZ/CT, PGC85006CT.	\$65.08	CASE			\$ 58.85	CASE	PGC16673CT - DETERGENT, TDEWD, HE, 2/129OZ.				
29	7016	HAND SOAP, KUTOL, PURE POWDER 10-15 LBS/CASE. (DIAL DIA2561 CT, 10/5LB/CASE.) OR EQUAL	NO BID	NO BID	NO BID		NO BID	NO BID	NO BID				
30	7017	HAND SOAP (4 - 1 GALLON), ANTISEPTIC, 4-1 GAL PER CASE. (BOARDWALK BWK410CT, 4/1 GAL/CASE) OR EQUAL TO.	\$25.71	CASE			\$ 24.52	CASE	BWK410CT - SOAP, LOTION, GAL, 4/CT, 4/1 GAL				
31	7021	DISINFECTANT SPRAY, LYSOL 12-18 OZ PER CASE. (SPN607600, 12/32 OZ/CASE), (CHASE 433-4104 12/20 OZ/CASE) OR EQUAL TO.	\$39.23	CASE			\$ 46.67	CASE	5157 - CHASE PRODUCTS AEROSOL QUATERNARY DISINFECTANT SPRAY 12/16.5OZ				
32	7024	INSECTICIDES WASP + HORNET SKIDDO 12-18 OZ PER CASE. (SPARTAN SPN682000, 12/20 OZ/CS) (CHASE 433-4108 12/20 OZ/CASE) OR EQUAL TO.	\$73.12	CASE	438-5108	12/CS 15OZ (6.093/CAN 0.406/OZ)	\$ 55.56	CASE	438-5102 - CHASE PRODUCTS AEROSOL FLYING INSECT KILLER 12/18OZ.	(4.63/CAN 0.257/OZ)			
33	7028	CLEANER SHIMMER STAINLESS STEEL CLEANER, (BOARDWALK BWK 347 ACT 12 18 OZ/CS) OR EQUAL TO.	\$49.70	CASE			\$ 42.23	CASE	BWK347ACT - POLISH, STAINLESS, STEEL				

	A	B	C	D	E	F	G	H	I	J	K	L	M
34	7033	DUST MOP TREATMENT, MOP, DUST MOP TREATMENT 12-16 OZ / CASE. (CHASE 5152, 12/20 OZ/CS) OR EQUAL TO.	\$45.10	CASE	CHASE DUST & MORE 438-5157	12/CS	\$ 50.16	CASE	SPN609900 - DUST MOP/DUST CLOTH TREACHTMENT - READY-TO-USE FORMULA - 12/20Z CANS., NET 16OZ.	USED TO PICK UP DUST, LINT AND SOIL, REDUCING THE WEACHR AND ABRASION ON FLOOR FINISHES FROM SAND AND SOIL, AND PROLONGING THE FLOOR FINISH LIFE.			
35	7034	FLOOR SWEEP, OIL ABSORBENT, MAXIMUM SACK WEIGHT 40 LB. OIL DRI BRAND OR EQUAL.	NO BID	NO BID	NO BID		\$ 8.41	BAG	A40G - BALCONES #40 BAG ABSORB-N-DRY OIL DRY *MUST BUY FULL PALLET OF 50 BAGS* 1/BG.				
36	7038	HOUSE HOLD BROOMS, BROOM NATURAL CORN JANITOR BROOM #26, 5 STITCH, 12" SWEEP FACE. (BWKBR10002) OR EQUAL TO.	\$85.70	CASE			\$ 7.76	EACH	BWKBR10002 - BROOM, MIX, WRHS, LAQ HND, 6				
37	7039	BROOM #B28 JANITORIAL, #2033. DOZEN. (O'DELL B10001/ BWKBR10002 DOZEN) OR EQUAL TO.	\$85.70	CASE			\$ 7.76	EACH	BWKBR10002 - BROOM, MIX, WRHS, LAQ HND, 6				
38	7040	BOWL BRUSH, BRUSH #4533 TOILET BOWL. EACH. (BOARDWALK BWK00160, EACH. CW224418471.) OR EQUAL TO.	\$1.07	EACH			\$ 1.13	EACH	BWK00160 - MOP, BOWL, 12" HND, 25/CT, WH; SOLD 25/CS (\$28.25/CS)				
39	7042	MOP 24 OZ. RAYON MOP HEAD LAY FLAT #2407	\$6.55	EACH			\$ 4.87	EACH	BWKCM22024 - MOP, CTN, 24OZ. SCRWTYP, 12				
40	7043	MOP 32 OZ. RAYON MOP HEAD LAY FLAT #2408. (BOARDWALK BWK732R) OR EQUAL TO.	\$0.00	EACH			\$ 9.30	EACH	BWK732R - MOP, HD, LF, RYN, 32 OZ.				
41	7044	MOP TOILET BOWL. BOARDWALK BWK00160, EACH. OR EQUAL TO.	\$1.15	EACH			\$ 1.13	EACH	BWK00160 - MOP, BOWL, 12" HND, 25/CT, WH; SOLD 25/CS (\$28.25/CS)				
42	7047	DUST PAN, #2005, RUBBERMAID. IMPACT IMP4212, EACH. OR EQUAL TO.	\$9.95	EACH			\$ 2.83	EACH	GJO02406 - DUSTPAN; PLASTIC; HD; 12"				
43	7048	DUST PAN WITH HANDLE, DUST PAN, LOBBY, #2007, RUBBERMAID. (IMPACT IMP2600 EACH) OR EQUAL TO.	\$9.70	EACH	ABCO 361410		\$ 11.32	EACH	PP-LDPBK - PERFORMANCE PLUS LOBBY DUST PAN W/36" METAL HANDLE BLACK				
44	7050	POLISH, FURNITURE, JOHNSON LEMON SHINE-UP, 12-16 OZ PER CASE. (SPARTAN SPN611000, 12/20 OZ/CS. CHASE 433-4109) OR EQUAL TO.	\$51.49	CASE	CHP5136	12/CS	\$ 39.95	CASE	BWK346ACT - POLISH, FURNITURE, LEMON				
45	7053	TRASH CAN, 44 GALLON, NO LID, NO CASTERS, DESIGNED FOR RUBBERMAID CASTERS, GRAY COLOR RUBBERMAID #2643 OR CONTINENTAL #4444. (BOARDWALK BWK44GLWRGRA, EACH) OR EQUAL TO.	\$39.44	EACH			\$ 29.64	EACH	BWK44GLWRGRA - RECEPTACLE, WASTE, RND, GY				
46	7066	SPONGES 2" X 6" (APPROX.) 24/2. (BOARDWALK BWKCS2, 24/CASE.) OR EQUAL TO.	\$25.09	CASE			\$ 14.68	CASE	BWK174 - SPONGE, MED DTY, SCRUB, GN				
47	7067	CLEANSER AJAX, 24-21 OZ. CANS /CASE. CLOROX CPC14278CT.	\$32.63	CASE			\$ 32.31	CASE	CPC14278CT - CLEANER, AJAX, OXGBLCH, 21 OZ., 24/21 OZ.				

	A	B	C	D	E	F	G	H	I	J	K	L	M
48	7068	DISINFECTANT, BALL-PHENE SPRAY, DISINFECTANT SPARTAN STERI-PHENE 12 15 OZ. PER CS. (SPARTAN SPN608100, 12/20 OZ/CASE), (CHASE 433-4104) OR EQUAL TO.	\$39.23	CASE			\$ 46.67	CASE	5157 - CHASE PRODUCTS AEROSOL QUATERNARY DISINFECTANT SPRAY 12/16.5OZ				
49	7085	CLEANER, FLOOR, HARDWOOD, BONA CLEANER REFILL **NO SUBS**	\$18.24	GALLON	BNAWM700018 175		\$ 17.31	EACH	BNAWM700018174 - CLEANER, HARDWD REFIL				
50	7087	DISINFECTANT LYSOL II FRESH SCENT SPRAY (12/18 OZ./CS). (CHASE 4334104, 12/20 OZ/CASE) OR EQUAL TO.	\$39.23	CASE			\$ 46.67	CASE	5157 - CHASE PRODUCTS AEROSOL QUATERNARY DISINFECTANT SPRAY 12/16.5OZ				
51	7096	CLEANER OVEN, MR. MUSCLE, AEROSOL (6-19 OZ/CS) NO SUBSTITUTE. VENDOR TO PROVIDE DIVERSY DVOCCBD991206, 6/19 OZ/CASE.	\$35.49	CASE			\$ 32.78	CASE	DVOCCBD991206 - CLEANER, BREACK UP, OVEN				
52	7103	MOP HEAD, 24 OZ. COTTON, LAY FLAT, SCREW ON.	\$4.90	EACH			\$ 4.78	EACH	BWKCM22024 - MOP, CTN, 24 OZ., SCRWTYP,12				
53	7104	MOPHEAD HANDLE, FOR LAY FLAT MOP. ABCO 60" SCREW ON HANDLE, EACH. OR EQUAL TO.	\$3.97	EACH			\$ 6.72	EACH	BWK834 - HANDLE, MOP, LIEFLAT, SCREW				
54	7112	SOAP, KLEENEX LIQUID HAND SOAP WITH MOISTURIZERS (91552), PINK, FLORAL SCENT, 1.0L, 6 BOTTLES / CASE 1000 ML. CAPACITY, PINK FOAM. VENDOR TO PROVIDE KIMBERLY CLARK KCC91552CT, 6/1000 ML/CASE.	\$63.43	CASE			\$ 55.88	CASE	KCC91552CT - SOAP, FOAM, MOIST, LTFL, 6/CT				
55	7115	BUCKET MOP, 35 QUART, COMBO BUCKET AND WRINGER, YELLOW, 3" CASTERS RUBBERMAID FG757788YEL, (CONTINENTAL 335-312YW), (IMPACT IMP7Y26363Y), OR EQUAL.	\$57.37	each			\$ 92.18	EACH	IMP7Y26363Y - COMBO SET, WRNGR/BCKT				
56	7116	CLEACHNSER SPC + SPAN, 12-27 OZ PER CASE, POWDERED CLEANSER. VENDOR TO PROVIDE P&G PGC31973CT, 12/27 OZ/ CASE.	\$147.83	CASE			\$ 115.53	CASE	PGC31973CT - CLEANER, SPC/SPN, PWDR, 27 OZ. - 12/27CT.				
57	7118	WAX, FLOOR, JOHNSON COMPLETE OR EQUAL, 5 GALLON PAIL. (SPARTAN SPN404505, 5/GAL/CS) OR EQUAL TO.	\$79.23	CASE	NCL ONE COAT 25		\$ 59.74	CASE/PAIL	SPN544504 - SUNNY SIDE - EXTREMELY HIGH GLOSS NON-BUFF FINISH THAT LEVELS SMOOTHLY TO HIGHLIGHT FLOORS. 5 GAL/PAIS	USED TO HIGHLIGHT FLOORS WITH THE ULTIMATE SHINE. CONTAINS NO INTENTIONALLY ADDED PFAS.			
58	7131	BUCKET MOP, 44 QUART, COMBO PACK WITH WRINGER, BUCKET OT HAVE 3" WHEELS, WRINGER TO BE DOWNWARD PRESS TYPE, CONSIST OF RUBBERMAID BUCKET #6118-88 AND WRINGER #612, RUBBERMAID COMBO PACK #6134. (RUBBERMAID 757688, EACH) OR EQUAL	\$247.63	EACH	RCP757688YEL		\$ 249.91	EACH	RCPFG757688YEL - BUCKET, DP WRN, 44QWB2, YL				
59	7133	DISPENSER FOR SCOTT #181 MULTIFOLD PAPER TOWELS, PLASTIC DISPENSER, SCOTT #998 (SAN JAMAR SJMT1790TBK) OR EQUAL.	\$34.48	EACH			\$ 32.15	EACH	SJMT1790TBK - DISPENSER, TWL, ULTRA, BK				
60	7140	TRASH CAN, 32 GALLON, RUBBERMAID #FG2632. BWK32GLWRGRA	\$25.38	EACH			\$ 24.42	EACH	BWK32GLWRGRA - WASTEBASKET, 32 GAL, GY				

	A	B	C	D	E	F	G	H	I	J	K	L	M
61	7163	TRASH CAN, LID, DOME TOP WITH SWING DOOR, TO FIT RUBBERMAID 44 GALLON CONTAINERS { CITY COMMODITY #16213} GRAY IN COLOR, THIS LID WILL ALSO FIT 55 GALLON DRUMS, RUBBERMAID #2647. VENDOR TO PROVIDE RUBR MAID RCP264788GRA, EACH.	\$110.70	EACH			\$ 106.23	EACH	RCP264788GRA - CONTAINER, DOME TP F/44GY				
62	7168	SANITARY NAPKIN DISPOSAL BAGS STATE MFG + PACKAGING PER CASE. ROCHESTER MIDLAND 25025088, 500/CASE., HOSPECO HS6141	\$28.86	CASE			\$ 22.68	EACH	HOS6141 - LINER, FEM HYGIENE, BN				
63	7173	CLEANER WINDOW, REFILL (GLASS PLUS OR WINDEX) 4-1 GALLON/CASE, **NO SUBSTITUTE** (SC JOHNSON SJN696503, 4/1 GAL/CASE).	\$40.93	CASE			\$ 38.53	CASE	SJN696503 - CLEANER, WINDEX, 4/1 GAL/CASE				
64	7177	DISINFECTANT KROWN DUAL BOWL CLEACHNER (NABC BATHROOM CLEACHNER -REST STOP), CLEACHNER BOWL, NON-ACID, BETCO 07912, 12-32 OZ/CASE. (SPARTAN SPN711603, 12/32 OZ/CASE) OR EQUAL TO.	\$26.80	CASE	NCL BATHROOM PLUS	12/CS	\$ 27.29	CASE	SPN711603 - NABC - NON ACID DISINFECTANT BATHROOM CLEANER. READY-TO-USE.	KILLS HBV AND HCV ON INANIMATE SURFACES. EPA REG. NO 5741-18. 12/32 OZ./CS INCLUDES MOP			
65	7179	SOAP DIAL LIQUID HAND, 7.5 OZ, PUMP BOTTLE, 12-7.5 OZ PER CASE DIAL #84014. VENDOR TO PROVIDE DIAL 84014CT, 12/7.5 OZ/CASE.	\$32.67	CASE			\$ 32.13	CASE	DIA84014CT - SOAP, LIQD DIAL GLD, 12/7.5OZ. /CT				
66	7194	SQUEEGEE FLOOR 18" WITH HANDLE. (UNGER OSIFLRSQG18, EACH), OSIFLRSQG18 (SQUEEGEE - UNGMW450) (HANDLE (UNGAL14T0) OR EQUAL TO.	\$38.43	EACH			\$ 29.51	EACH	OSIFLRSQG18 - SQUEEGEE, 18" (UNGMW450) & HANDLE (UNGAL14T0); DUAL ITEM (UNGMW450/UNGAL140) - BID PRICE \$23.54 COMBINED				
67	7198	DISPENSER ROLL TOWEL FLIP DOWN SMOKE COVER SCOTT #9746.	\$70.51	EACH			\$ 57.84	EACH	KCC09746 - DISPENSER, PAPER TOWEL, SKE				
68	7211	FLOOR STRIPPER, STRIPPER FLOOR, BETCO EXTREME ULTRA #19404. (SPARTAN 008404, 4/1/GAL/CS) OR EQUAL TO.	\$61.03	CASE	NCL BARE BONES	4/1GAL	\$ 59.51	CASE	SPN008404 - SHINELINE EMULSIFIER PLUS - FINISH AND WAX STRIPPER. 4/1 GAL.	QUICKLY REMOVES HEACHVY BUILD-UPS AND BURNISHED FLOOR FINISH. USE WITH HOT OR COLD WATER. LIGHTLY FRAGRANCED			
69	7212	TOILET SEACHT COVER DISPENSERS, DISPENSER TOILET SEACHT COVER, UNIVERSAL TYPE, SCOTT/ KIMBERLY-CLARK TOILET SEACHT DISPENSER #09506 **{ The city purchases Scott/Kimberly-clark #7410 toilet sEACht covers}*. VENDOR TO PROVIDE BOARDWALK BWKKD100, EACH.	\$21.02	EACH			\$ 11.77	EACH	BWKKD100 - DISPENSER, TOILETS CVR, WH; SOLD 2/BOX (\$23.54/BX)				
70	7214	DUST MOP FRAME/WITH HANDLE, DUST MOP FRAME WITH HANDLE, FRAME SIZE 5 X 36. (BOARDWALK BWK1436, EACH) OR EQUAL TO.	\$10.79	EACH			\$ 5.95	EACH	BWK1436 - FRAME, DUSTMP, 36X5, MTL				
71	7218	DEODORIZER GENERAL PURPOSE, DEODORANT CONCENTRATE, 4/1 GAL/CS. SPARTAN AIRLIFT #302204 **NO SUBSTITUTIONS**	\$72.45	CASE	NCL ETERNITY		\$ 89.28	CASE	SPN302204 - AIRLIFT FRESH SCENT- GENERAL PURPOSE DEODORANT CONCENTRATE. 4/1 GAL CS	FRESH SCENT FRAGRANCE			

	A	B	C	D	E	F	G	H	I	J	K	L	M
72	7239	TIME MIST MODEL 32-1111 TM DISPENSER	\$24.65	EACH	R42 DISPENSER		\$ 20.62	EACH	TMS1047717 - DISPENSER, TIMMST, WH				
73	7252	BLEACH, CLOROX, 6-96 OZ PER CASE. **NO SUBSTITUTE**	NO BID	NO BID	NO BID	CAN'T FIND 96OZ BOTTLES	\$ 20.49	CASE	CLO30966CT - DISINFECTANT, BLEACH, 3/121 OZ.				
74	7253	BLEACH GENERIC, 6-96 OZ PER CASE GALLON/CS, STATE MANUFACTURER + STOCK #. (KIK KIK11006755042 6/1 GAL/CS), PUREBRIGHT BLEACH, OR EQUAL TO.	\$17.50	CASE		6 GALLONS PER CASE	\$ 16.97	CASE	KIK11006755042 - CLEANER, BLEACH, REG, 6/1 GAL	6 GALLONS PER CASE			
75	9369	MILDEW REMOVER, TILEX, 12EACH. 16OZ SPRAY BOTTLES /CASE. (SPARTAN SPN711003, 12/16 OZ/CASE) OR EQUAL TO.	\$50.83	CASE	NCL TRIGGER	12/CS	\$ 44.99	CASE	SPN711003 - RJ8 - TILE & GROUT REJUVENATOR. FIGHTS MOLD AND MILDEW STAINS AND SOAP SCUM ON A VARIETY OF SURFACES.	12/32 OZ. CASE - THE SPN ITEM IS 32 OZ (NOT 16 OZ AS IN YOUR DESCRIPTION)			
76	9632	TOWELS, PAPER, MULTI-FOLD, 9x9, SCOTT 180 (01804), (SOFIDEL 410164 4000/CASE), OR EQUAL.	\$21.24	CASE			\$ 19.28	CASE	GEN1508 - TOWEL, M-FOLD, 9.25X9.5, NT, 12/334/CT				
77	9633	TOWELS, PAPER, HARD ROLL 8" X 800' BROWN, 2" CORE, 6 ROLLS/CASE KC32848. 6/CASE. MORCON MORR6800 6 ROLLS/CASE. OR EQUAL TO.	\$28.87	CASE	MARCAL NP6800	6/CS	\$ 22.83	CASE	MORR6800 - TOWEL, HRDWND KFT, 8X800, (6/800/CT)				
78	9634	CUPS STYROFOAM, 6 OZ. (FOR COFFEE) (NT6, W6 DART OR EQUAL), 1000/CS. VENDOR TO PROVIDE DART DCC6J6, 1000/CS.	\$25.36	CASE			\$ 22.73	CASE	DCC6J6 - CUP, 6OZ., FOAM, 1M/CTN, WHT - 1000/CT				
79	9635	CONE CUPS, CUPS WATER, CONE (LILY 4 1/2 LR, 42R OR EQUAL) 4 1/2 OZ. CUP. (KONIE KC145KR, 5000/CS) OR EQUAL TO.	\$60.94	CASE			\$ 77.31	CASE	SCC4BRCT - CUP, CONICAL, RLD RIM, 4OZ. - 5000CT				
80	9636	TOWELS, PAPER, BROWN ROLL, CORE SIZE 1.5", 8" X 800' SCOTT #04142 OR EQUAL. VENDOR TO PROVIDE MORCON MORR6800, 6 ROLLS/CASE.	\$28.87	CASE	MARCAL NP6800	6/CS	\$ 22.83	CASE	MORR6800 - TOWEL, HRDWND KFT, 8X800, (6/800/CT)				
81	9637	TOWELS, PAPER, C-FOLD 10.125" X 13.15", 1 PLY, 2400 TOWELS/CASE, KC 01510, NO SUBS.	\$22.95	CASE			\$ 49.89	CASE	KCC01510 - TOWEL, SCOTT, C-FLD PPR, WE; BAY PAPER@ \$25.94/CT (05/24), 12/200/CT	12/200 CT			
82	9638	TOWELS SHOP, WYPALL, BLUE, KIMBERLY CLARK 05776, 12-1/2" X 12", 56 SHEETS/PKG, 12PKG/CASE. VENDOR TO PROVIDE BERK DRC3500B-4, 902/CASE.	\$87.97	CASE			\$ 50.31	CASE	BWKV030QPW - WIPES, DRC, 12X13, QF, WH - 1080/CT				
83	9640	TOILET PAPER - SMALL ROLL / 100PER, PAPER TOILET, 1 PLY, KC25626, GEN218, PACIFIC BLUE 1458001/14500, OR EQUAL TO.	\$53.64	CASE	GEN218 96/1000SHT	96/1000SHEET	\$ 43.96	CASE	BWK6145 - TISSUE, 500 2 PLY, 4X3, 96 ROLLS/1000/CT				
84	9641	DRINKING CUPS *WATER FOUNTAIN CUPS*, 7 OZ. WAXED PAPER COLD DRINK, 2000/CASE.	NO BID	NO BID	NO BID		\$ 75.76	CASE	ECC7-P - EMPRESS PAPER COLD CUP 7 OZ., "COOL WAVE" STOCK PRINT 25/100 CS - 2500/CT				
85	9644	PLASTIC WRAP, 12X2000' ROLL. BOARDWALK BWK7202.	\$10.58	ROLL	WESTERN FFCB12BOD2004		\$ 12.12	ROLL	BWK7202 - FILM, FOOD, 12 IN X 2000FT, CR				
86	9656	FOIL ALUMINUM, 24" X 1000'. REYNOLDS RFP627, 24 X 1000 ROLL. OR EQUAL TO.	\$214.73	ROLL			\$ 63.11	ROLL	E245-H EMPRESS HEAVY DUTGY ROLL FOIL 24" X 500' 90 GUAGE 1 - ROLL	1 ROLL - 24" X 500			

	A	B	C	D	E	F	G	H	I	J	K	L	M
87	9658	PAPER, TOILET, 2 PLY, KC#04460. 96 ROLLS TO A BOX. (BOARDWALK BWK6145 96 ROLLS/CASE) OR EQUAL TO.	\$46.79	CASE	MARCAL B50096	96/CS	\$ 43.96	CASE	BWK6145 - TISSUE, 500 2 PLY, 4X3, 96 ROLLS/1000/CT				
88	9661	KNIVES PLASTIC, HEACHVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWKN, 1000/CS. OR EQUAL TO.	\$16.88	CASE			\$ 23.83	CASE	BWKKNIHWPPBIW - KNIFE, HWPP, IW, BK - 1000/CT				
89	9662	SPOONS PLASTIC, HEACHVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). (GEN GENHYWIWS, 1000/CS) OR EQUAL TO.	\$16.88	CASE			\$ 22.87	CASE	BWKTSHWPPBIW - TEASPOON, HWPP, IW,BK - 1000/CT				
90	9663	FORKS PLASTIC, HEACHVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWF, 1000/CASE. OR EQUAL TO.	\$16.88	CASE			\$ 24.00	CASE	BWKFORKHWPPBIW - FORK, HWPP, BLACK, WH - 1000/CT				
91	9667	NAPKINS COCKTAIL, PACKAGED 4000 PER CASE. GEN, GENCOCKTAILNAPW, 4000/CASE. OR EQUAL TO.	\$11.39	CASE			\$ 11.60	CASE	B8500 - MORCON 9" X 9", BEVERAGE NAPKIN WHITE 1 - PLY 8/500 CS				
92	9669	CUPS, 10 OZ INSULATED FOAM CUPS 10J10.	\$37.79	CASE			\$ 34.57	CASE	DCC10J10 - CUP 10OZ., FOAM, 1M, CT, WHT - 1000/CT				
93	9670	PAPER GROCERY BAGS, 8 1/4 X 5 5/16 X 16 1/8". #20 KRAFT, QTY: 5 BUNDLES	\$29.13	BUNDLE		500 PER BUNDLE	\$ 27.07	BUNDLE	BAGGK20500 - BAG, GROC, 20#, KRAFT, 500/BD				
94	9671	COVER TOILET SEACHT, PAPER, SCOTT/KIMBERLY-CLARK #7410. **{MUST FIT SCOTT #9526 SEACHT COVER DISPENSERS IN USE IN THE CITY}** VENDOR TO PROVIDE BOARDWALK BWK5000b, 5000/CASE.	\$36.43	CASE	CRYSTALWARE 1150	20/250/CS	\$ 45.31	CASE	BWKK5000B - COVER, TOILETS, 250BX, 5M/CT - 5000/CT				
95	9673	TOWELS WYP-ALL, #05701. 12.5" X 12", WHITE. KC 05701. OR EQUAL TO.	\$91.58	CASE			\$ 50.31	CASE	BWKV030QPW - WIPES, DRC, 12X13, QF, WH - 18/56 CT				
96	9678	PLATES STYROFOAM 6" (1000/CS). DART DCC6PWCR, 1000/CASE. OR EQUAL TO.	\$20.44	CASE	ECO-PAX AP6125	8/125/CS	\$ 19.55	CASE	DCC6PWCR - PLATE, FOAM, 6", 125PK, WHT - 1000/CT				
97	9684	TRAYS STYROFOAM, 3 SECTION CARRY OUT, WITH LIDS, ** STATE YOUR PACKAGING PER CASE ** .	\$21.18	CASE		200 PER CASE	\$ 15.33	CASE	PCTYTD199030000 - CONTAINER, 2 TAB CONV, 3CM, WH	150/CT			
98	9686	CUPS, PLASTIC, 12 OZ, 100/PK, BOARDWALK	\$26.14	CASE	NCEPTION	1000 PER CASE	\$ 29.95	CASE	PP12 - 12OZ PLASTIC CUP - POLYPROPYLENE - 1000/CT				
99	9690	CUPS, CLEACHR PLASTIC, 7 oz size, 100/SLEEVE.	\$41.48	CASE	NCEPTION	2500 PER CASE	\$ 50.43	CASE	BWKTRANSCUP7CT - CUP, PLAS, 7OZ., 25/100,TR - 2500/CT				
100	9693	CUPS, STYROFOAM, 12oz, 1000/CS SCOTT #V2-12C. VENDOR TO PROVIDE DART DCC12J12, 1000/CS.	\$42.09	CASE			\$ 39.67	CASE	DCC12J12 - CUP, 12 OZ., FOAM, 1M, CTN, WHT - 1000/CT				
101	9695	CUPS PLASTIC, 12 OZ., TRANSLUCENT, 1000/CASE SOLO #M22. BOARDWALK BWKTRANSCUP12CT, 1000/CASE. OR EQUAL TO.	\$26.14	CASE			\$ 29.95	CASE	PP12 - 12OZ PLASTIC CUP - POLYPROPYLENE - 1000/CT				
102	9698	TOWELS WYPALL, SIZE 10" X 13 .2", CENTER-PULL ROLL, WHITE. 200 SHEETS PER ROLL, 2 ROLLS/CASE, SCOTT #05796. NO SUBS.	\$80.44	CASE			\$ 71.85	CASE	KCC05796 - WIPES, C-PLL, 10X13WH, 2/200 CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
103	9709	Toilet Paper Roll, Scott Essential, Jumbo Core, 1 Ply, 12/CT, JUNIOR JUMBO ROLLS, KIMBERLY CLARK #07223. (BOARDWALK BWK6101) OR EQUAL TO.	\$25.32	CASE	MARCAL JRT02	12/CS	\$ 35.15	CASE	BWK6101 - TISSUE, 9" 1 PLY JUMBO, 12/2000/CT				
104	9796	SOAP ANTI BACTERIAL MANUFACTURED BY SOFTSOAP 64 OZ. SIZE. (COLGATE PALMOLIVE CPC45993) OR EQUAL TO.	\$43.27	CASE		6 PER CASE	\$ 41.99	CASE	5031-420-02 - INOPAK STYLE ANTIBACTERIAL W/.3% PCMX GOLD HAND SOAP 4/1 GAL; CPC26991 DISCONTINUED.	4/1 GAL CT			
105	10057	BAGS TRASH, 15" X 9" X 23", BLACK, 0.35 MIL, 8-10 GALLON, 1000 PER CASE. (NOVOLEX H4021RC 1000 PER CASE) OR EQUAL TO.	\$19.74	CASE	NORAMCO RST2423XLB	1000/CS	\$ 22.23	CASE	NORRST2423XLB - LINER, 24X 23, 7/10 GAL, BLACK, 0.35, CORELESS, STAR, 1000/CS	7/10 GAL/1000/CS			
106	10059	BAGS, TRASH, SMALL, 15 X 9 X 32, BLACK, 0.35 MIL, 16 GALLON, 1000 BAGS PER CASE. (INTEPLAST B73310DXK 1000 BAGS PER CASE) OR EQUAL TO.	\$30.31	CASE	NORAMCO RT2432-L	1000/CS	\$ 30.30	CASE	NORRST2432XLB - LINER, 24X32, 12-16 GAL, BLACK, 0.35, CORELESS, STAR, 1000/CS				
107	10060	BAGS TRASH, 16 X 14 X 36, WHITE, 0.70 MIL TUFF TOTE, 30 GALLON, 200 PER CASE. INTEPLAST MT371XW. PROLINK MT371XW. OR EQUAL TO.	\$15.30	CASE	NORAMCO RST3036LW	.65MIL 200/CS	\$ 15.15	CASE	NORRST3036LW - LINER, 30X36+, 20 - 30 GAL, WHITE, 0.65, CORELESS, STAR, 200/CS.				
108	10061	BAGS TRASH, 22 X 16 X 58 WHITE, 0.65 MIL TUFF TOTE, 60 GALLON, 100/CASE. INTEPLAST MT601XW. PRO-MT601XW-CS. OR EQUAL TO.	\$14.74	CASE	NORAMCO RST3858LW	100/CS	\$ 15.46	CASE	NORRST3858LW - LINER, 38X58,55 GAL, WHITE, 0.65, CORELESS, STAR, 100/CS.				
109	10062	BAGS TRASH, 23 X 10 X 39, WHITE, 0.70 MIL TUFF TOTE, 33 GALLON, 150 PER CASE. (INTEPLAST MT401XW. PROLINK MT401XW) OR EQUAL TO.	\$13.98	CASE	NORAMCO RST3339LW	150/CS	\$ 13.54	CASE	NORRST3339LW - LINER, 33X39, 33 GAL, WHITE, 0.65, CORELESS, STAR, 150/CS				
110	10063	BAGS TRASH, 23 X 17 X 46 WHITE, 0.75 MIL TUFF TOTE, 45 GALLON, 100 PER CASE. INTEPLAST MT481WX. PROLINK MT481XW. OR EQUAL TO.	\$12.31	CASE	NORAMCO RST4046LW	100/CS	\$ 12.91	CASE	NORRST4046LW - LINER, 40X46, 40-45 GAL, WHITE, 0.65, CORELESS, STAR, 100/CS				
111	10101	BAGS TRASH 55 GALLON, LIGHT DUTY 1.3 MIL THICKNESS (SUNBELT #PT-1658GY. INTEPLAST EC38581135K) OR EQUAL TO.	\$26.18	CASE	NORAMCO RPGB6171	100/CS	\$ 22.48	CASE	NORRT3858XH - LINER, 38X58, 55 GAL, BLACK, X-HEAVY, CORELESS, STAR, 100/CS				
112	10113	BAGS TRASH, 22 X 16 X 58, BLACK, MEDIUM DUTY 1.7 MIL THICKNESS, 60 GALLON, 100 PER CASE. (BWK523, 100/CASE. PROLINK EC385817K) OR EQUAL TO.	\$34.49	CASE	NORAMCO RPGB6181	100/CS	\$ 32.24	CASE	NORRT3858XXH - LINER, 38X58, 55 GAL, BLACK, XX-HEAVY, CORELESS, STAR, 100/CS.				
113	10116	BAGS TRASH, 23X10X39, BLACK, LIGHT DUTY 1.3 MIL THICKNESS, 33 GALLON, 100 PER CASE. (BOARDWALK BWK516 100/CASE. PROLINK EC385815K) OR EQUAL TO.	\$13.90	CASE	NORAMCO RPGB4071		\$ 13.12	CASE	NORRT3339XH - LINER, 33X39, 33 GAL, BLACK, X-HEAVY, CORELESS, STAR, 200/CS; SOLD 200/CS (\$26.24/CS)				
114	10133	PLUNGER FORCE CUP, CUP SIZE 5", HANDLE LENGTH 19", RUBBER WITH WOOD HANDLE, Mfr. Model #1LNx3.	\$5.70	EACH	BWK09201		\$ 3.99	EACH	IMP9201 - PLUNGER, PROFESSIONAL				
115	10220	INSECTICIDE ANT + ROACH. (CHASE 433-4106, 12/20 OZ/CS) OR EQUAL TO.	\$59.94	CASE	SC JOHNSON RAID 365961		\$ 57.61	CASE	SJN386220 - INSECTICIDE, RAID, ANT 7 ROACH. 12/17.5 OZ./CT				
116	10930	RAGS WIPE, ALL WHITE COTTON 50 LBS/BOX STOCK NO. 8543	NO BID	NO BID			\$ 9.35	PACK	UFSN250CW01 - WIPES, CLOTH, CLEANING, 16 OZ.				

	A	B	C	D	E	F	G	H	I	J	K	L	M
117	11645	TRASH CAN (GREY), TENNIS TIDI-COURT TRASH CANS, CANS ONLY	NO BID	NO BID			\$ 29.64	EACH	BWK44GLWRGRA - RECEPTACLE, WASTE, RND, GY				
118	11820	TOWELS WYPALL "L40" TOWELS, WHITE, IN A POP UP STYLE BOX, 900/CASE. VENDOR TO PROVIDE KIMBERLY CLARK KC05790, BWKV040CGW, OR EQUAL TO.	\$113.97	CASE	KCC 05790	900/CS	\$ 13.72	CASE	BWKV040CGW - WIPES, 10X11.5, DRC, CP,200	200/CT			
119	13006	PLATES PLASTIC, DIVIDED DINNER, 10" ROUND, EXTRA HEACHVY DUTY. STATE QUANTITY PER CASE. (BOARDWALK BWKPLTHIPS10WH3, 500/CASE) OR EQUAL.	\$50.43	CASE			\$ 57.91	CASE	BWKPLTHIPS10WH3 - PLATE, 3 COMPRMTNT, 10" , WH				
120	13007	CLEANER MR CLEAN, ALL PURPOSE, 9-24 OZ PER CASE. P&G 82707, 9/24 OZ/CASE. PGC77130, P&G 9/28OZ/CASE, SPARTAN DMQ (GALLON/SPN106204), OR EQUAL TO.	NO BID	NO BID		BOTH P&G ITEMS DISCONTINUED	\$ 46.47	CASE	SPN106204 - DMZ - DAMP MOP NEUTRAL DISINFECTANT CLEANER KILLS HBV AND HCV ON INANIMATE SURFACES. EPA REG. #5741-20 - 4/1 GL CT	PGC82707DISCONTINUED - SPN106204 (DMQ) - 64 IN USE GALLONS PER GALLON OF CONCENTRATE AT RECOMMENDED DILUTION.			
121	13090	TOWEL SHOP, WHITE ROLL, 475 TOWELS PER ROLL, 12.5" X 13.4" KIMBERLY CLARK #41025. VON DREHLE R941 943' ROLL/CASE. OR EQUAL TO.	\$71.99	CASE			\$ 76.61	CASE	KCC41025 - WIPES, WP X80 SHOP JMB, WH - 900/RL				
122	13155	BOWLS STYROFOAM, 5 OZ. SIZE, 1000 PER CASE. DART DCC5BWWC, 1000/CASE. OR EQUAL TO.	\$21.62	CASE			\$ 20.44	CASE	DCC5BWWC - BOWL, 5/6 OZ. , NON-LAM, CNCORD, 1000/CT				
123	13156	CLEANER MR. MUSCLE OVEN, 32 OZ. PUMP SPRAYER, 6-32 OZ. BOTTLES PER CASE **NO SUBSTITUTE** VENDOR TO PROVIDE SPARTAN SPN319403, 12/32 OZ/CS. .	NO BID	NO BID		CAN'T FIND	\$ 43.76	CASE	SPN319403 - OVENS & GRILL CLEANER 12/1 QUART	PROVIDES RAPID PENETRATION AND EMULSIFICATION OF TOUGH SOILS SUCH AS BAKED-ON CARBON, GREASE AND FOOD DEPOSITS.			
124	13160	NAPKINS DINNER, 4 FOLD, 17" X 17" WHITE. EMPRESS DN171713, 3000/CASE. BWK8307W. OR EQUAL TO.	\$38.55	CASE		3700 PER CASE CALCULATED \$.010/NAPKIN	\$ 37.09	CASE	1717 - MORCON 16"X16" DINNER NAPKIN WHITE - 1 - PLY/4 FOLD 12/250 CS - 3000/CT	3000/CS CALCULATED \$.012/NAPKIN			
125	13161	STYROFOAM PLATES, 10-1/2", NON-COMPARTMENTED, 500 PER CASE. OR EQUAL	\$42.71	CASE	ECO-PAX		\$ 27.35	CASE	81000 - GENPAK CELEBRITY 10.25" WHITE PLATE POLYSTYRENE FOAM 4/125 CS				
126	13162	PLATES STYROFOAM, 9", NON-COMPARTMENTED, 500 PER CASE. GENPAK GNP80900, 500/CASE. OR EQUAL TO.	\$21.77	CASE	ECO-PAX		\$ 20.26	CASE	80900 - GENPAK CELEBRITY 8.88" WHITE PLATE POLYSTYRENE FOAM 4/125 CS - 500 CT				
127	13202	PAPER, TOILET, 2 PLY, JUMBO ROLL TISSUE, 3.55" X 2000' ROLL, 6 ROLLS PER CASE, SCOTT/KIMBERLY-CLARK #07827. WINDSOFT WIN203, 6 ROLLS/CASE. OR EQUAL TO.	\$78.84	CASE	B7827		\$ 20.91	CASE	WIN202 - TISSUE, TOLT, 2 PLY, NPRF, JMB; SOLD 12/1000/CT (\$41.82/CT)				
128	13204	URINAL SCREEN with ENZYMES BLOCK, MANGO ODOR, 10 per BOX. (CHERRY ODOR, DEMOMATIC BY HOSPITAL SPECIALTY). (BOARDWALK BWKNUS, 12/CS) OR EQUAL TO.	\$24.57	CASE	BWKNUS	12/CS	\$ 19.96	CASE	BWKNUS - SCREEN, URINAL, BLOCK, NPARA - 12/BOX				
129	13323	CIDE BET, DISINFECTANT HOSPITAL TYPE, FOAMING, GERMICIDAL CLEACHNER, PACKAGED 12 AEROSOL CANS PER CASE, CIDE-BET, BETCO #08723, **NO SUBSTITUTE**	NO BID	NO BID			\$ 69.50	CASE	BET0872300 - DISINFECTANT, FLOR, 19 OZ, 12, 12/20 OZ./CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
130	13322	DISINFECTANT DEODARANT, HOSPITAL, 12/CASE, GLYBET BETCO #08623, NO SUBSTITUTE.	NO BID	NO BID			\$ 60.57	CASE	BET10862300 - DISINFECTANT, CTR, 15.5 OZ, 12				
131	13325	CLEANER ANTI-BACTERIAL, 12 QUARTS PER CASE, FIGHT-BAC, BETCO #31112. **NO SUBSTITUTE**	NO BID	NO BID			\$ 46.88	CASE	BET3901200 - BETCO GE FIGHT BAC RTU - 12/1 QUART/CT				
132	13339	CLEANER, HAND, WIPES, SANI-TUFF HAND CLEANING WIPES, SANI-FRESH/SCOTT/KIMBERLY CLARK #58310, 8/50/CS.	\$86.06	CASE			\$ 59.03	CASE	NICP92084CT - WIPES, HAND INSTNT SNTZNG 6/300/CT				
133	13517	CLEANER / DEGREASER SIMPLE GREEN, 55 GALLON DRUM	\$469.56	CASE	SMP13008		\$ 442.62	CASE	SMP13008 - CLEANER, SMPL GRN, 55 LIQ - 6/1/CT				
134	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, #80790, 16 OZ., 12/CASE	\$66.77	CASE			\$ 37.70	CASE	DIA35470 - SOAP; HAND; LIQ; ANTIBAC; 11OZ. 12/11 OZ./CT				
135	13949	TOWELS PAPER, KITCHEN, ROLLS, TOWEL SIZE 11" WIDE X 9" BETWEEN PERFORATIONS, 2 PLY. (BOARDWALK BWK6273 12 ROLLS/CASE) OR EQUAL TO.	\$33.28	CASE	EMPRESS 21251	12/CS	\$ 28.67	CASE	BWK6273 - TOWEL, ROLL, 2 PLY, 12/250 CT WH				
136	14115	CLEANER, WINDOW, (GLASS PLUS OR WINDEX) 12-32 OZ. BOTTLES WITH SPRAYERS PER CASE, **NO SUBSTITUTE** SC JOHNSON SJN695155, 12/32 OZ/CASE. SJN322338 8/32 OZ/CASE	\$31.48	CASE			\$ 32.78	CASE	SJN322338 - CLEANER, WINDEX GLASS, BE 8/32 OZ./CT				
137	15563	SCRUBS IN A BUCKET DYM 42230. (ITW PRO ITW4223OCT, 6/30/CASE) OR EQUAL TO.	\$54.53	CASE			\$ 44.84	CASE	ITW4223OCT - WIPES, CLEAN, HAND, 6/30/CT				
138	15564	SIGN FLOOR FOLDING, "CAUTION WET FLOOR", YELLOW WITH BLACK LETTERS, CONTINENTAL #CM119, RUBBERMAID C112-77, CARLISLE #3690904. IMPACT IMP9152W, EACH. OR EQUAL TO.	\$5.28	EACH			\$ 10.86	EACH	IMP9152W - SIGN, WET FLR, BILNGL				
139	15568	TRASH CAN DOLLY, DOLLY ONLY FOR RUBBERMAID 44 GALLON BRUTE TRASH CAN, RUBBERMAID #2640 OR CONTINENTAL #3255. (IMPACT IMP7704, EACH.) OR EQUAL TO.	\$37.67	EACH			\$ 31.43	EACH	IMP7704 - DOLLY, GATOR, PLAS, BK				
140	15573	FLOOR SWEEP OIL ABSORBANT, OIL DRI, SACK WEIGHT 50LBS OIL DRI BROWN BAG, OIL DRI #01050	NO BID	NO BID			\$ 8.41	EACH	A40G - BALCONES #40 BAG ABSORB-N-DRY OIL DRY *MUST BUY FULL PALLET OF 50 BAGS* 1/BG.				
141	15713	LARGE TRASH BAGS, BAGS TRASH 22 X 16 X 58 60 GALLON CLEACHR, 1.7 MIL, 100 PER CASE. (NOVOLEX 17658WKR) OR EQUAL TO.	NO BID	NO BID			\$ 35.67	CASE	NORRST3858X1C - LINER, 38 X 58, 55 GAL, CLEAR, 1.5, CORELESS, STAR, 100/CS				
142	15746	DEODORIZER ODOR COUNTERACTANT ODOR ELIMINATOR CONCENTRATED EUCALYPTUS SCENT. 1-GALLON JUGS PACKAGED 4-1 GALLONS/CASE ODOBAN #911061-G4 (OR) ODOBAN ODO911062-G4.	\$72.45	CASE	NCL ETERNITY	4-1GAL/CS	\$ 40.15	CASE	911062-G4 - CLEAN CONTROL ODOBAN DEODORIZER & DISINFECTANT CONCENTRATE EUCALYPTUS 4/1 GAL/CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
143	15919	WIPES, BLEACH FREE, DISINFECTANT, CLOTH, 7" X 8", 35 WIPES PER 12 CANISTERS PER CASE. CLOROX #01593. BOARDWALK 454W75. OR EQUAL TO.	\$23.03	CASE			\$ 20.82	CASE	GJOW75F - WIPES; DISINFECTING; 6/75/CT				
144	15947	PLATES, PAPER 6" WHITE, UNCOATED, UNDIVIDED/NON-COMPARTMENTALIZED. 1000/CASE	\$21.57	CASE			\$ 16.04	CASE	AJMPP6AJKWH - PLATE, PPR, UNCTD, 61000 WH 1000/CT				
145	15970	DEODORANT, AEROSOL, REFILL CLEAN & FRESH, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-2502 TMCA 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042771, 12/CASE.	\$79.95	CASE			\$ 38.15	CASE	PPMAFL-05 - PERFORMANCE PLUS METERED AEROSOL FRESH LINEN 7 OZ. CAN AIR FRESHENER 12/CS				
146	15971	DEODORANT, AEROSOL, REFILL, CINNAMON, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. TIME MIST TMS1042746 12/CASE. OR EQUAL TO.	\$79.95	CASE			\$ 38.15	CASE	PPMAOS-02 PERFORMANCE PLUS METERED AEROSOL ORCHARD SPICE 7 OZ. AIR FRESHENER 12/CS				
147	15972	DEODORANT, AEROSOL, REFILL, CITRUS, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. VENDOR TO PROVIDE TIME MIST TMS1042781, 12/CASE.	\$79.95	CASE			\$ 38.15	CASE	PPMACG-03 - PERFORMANCE PLUS METERED AEROSOL CITRUS GROVE 7 OZ. CAN AIR FRESHENER 12/CS				
148	15973	DEODORANT, AEROSOL, REFILL, MANGO, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST TMS1042781 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042810 12/CASE.	\$79.95	CASE			\$ 38.15	CASE	PPMAM-01 - PERFORMANCE PLUS METERED AEROSOL MANGO 7 OZ. CAN AIR FRESHENER 12/CS				
149	15974	DEODORANT, AEROSOL, REFILL, LAVENDER LEMONADE, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-5327 TMCAPT 12/CASE. TIME MIST TMS1042757, 12/CASE. OR EQUAL TO.	\$79.95	CASE			\$ 38.15	CASE	PPMALM-04 - PERFORMANCE PLUS METERED AEROSOL LAVENDER MEADOW 7 OZ. CAN AIR FRESHENER 12/CS				
150	15975	DISPENSER, AIR FRAGRANCING, AUTOMATIC, FULL SIZE, 30 DAY REFILL LIFE, USES 2 "C" CELL BATTERIES, TIME MIST MODEL 32-1111TM, **NO SUBS** VENDOR TO PROVIDE TIME MIST 1047717, EACH.	\$25.05	EACH			\$ 20.62	EACH	TMS1047717 - DISPENSER, TIMMST, WH				
151	15976	BOWLS, STYROFOAM, 12 OZ., 1000 CASE. GENPAK82100. OR EQUAL TO.	\$27.08	CASE			\$ 23.94	CASE	82100 - GENPAK CELEBRITY 12 OZ. BOWL POLYSTYRENE FOAM 8/125 CT - 1000/CT				
152	16039	BROOM AS SPECIFIED: BROOM THAT STORES INSIDE DUST PAN AND CLIPS TO HANDLE (FITS INSIDE OPEN-LID PAN AND LOCKS IN AN UPRIGHT POSITION). OVERALL DIMENSIONS: 40.25"H X 12.00"W X 3.25"D. Libman Broom with Dustpan, Model # 00919. Libman Commercial 919 Lobby Dust Pan and Broom Set (Open Lid), Black/Red. (UNGER- UNGEDPBR- INCLUDES CLIP-ON LOBBY BROOM AND DUST PAN.) OR EQUAL TO.	NO BID	NO BID			\$ 53.19	EACH	UNGEDPBR - DUSTPAN; W/BROOM; BK				

	A	B	C	D	E	F	G	H	I	J	K	L	M
153	16093	HAND SANITIZER, 4 OZ SQUEEZE BOTTLE, CLEACHR COLOR, (24 EACH PER CASE), PURELL #9651-24-B5P00, OR GRAINGER #20W448. **NO SUBS**	\$58.46	CASE			\$ 51.72	CASE	GOJ965124 - SANITIZER, HAND PUREL 4OZ., 24/4OZ.				
154	16094	HAND SANITIZER, 8 OZ PUMP BOTTLE, 12/CASE, COLOR CLEACHR, PURELL #9652, HOJ365912CT 12-12OZ/CT, OR EQUAL TO.	NO BID	NO BID		ITEM DISCONTINUED BY PURELL	\$ 61.39	CASE	GOJ365912CT - SANITIZER, PURELL, ORGL, CLR 12/12 OZ./CT				
155	16263	BAND-AIDS 1", BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEACHLTHCARE, **NO SUBS**	\$0.00				\$ 10.31	BOX	JOJ4444 - BAND AID; FLEXIBLE; 1" - 100 BOX				
156	17091	TOWELS PAPER, WHITE ROLL, 8" X 800 FT ROLL DIAMETER, 1.5" CORE DIAMETER, MUST FIT KIMBERLY CLARK 09746 DISPENSERS, 800' PER ROLL, 12 ROLLS/CASE. KIMBERLY CLARK 01040 OR EQUAL. VENDOR TO PROVIDE MORCON MORW6800 6 ROLLS/CASE.	\$36.99	CASE	MARCAL 880-B	6/CS	\$ 29.96	CASE	MORW6800 - TOWEL, HARD RL, 7.87", 1PLY 6/800/CT				
157	17279	SOAP, FOAM, REFRESH MOISTURIZING 800 ML REFILL, 6/CASE. STOKO 29932 6/800ML/CS. **NO SUB**	NO BID	NO BID			NO BID	NO BID	NO BID				
158	17339	GLOVES, DISPOSABLE LATEX, LIGHTLY POWDERED, THICKNESS 5 MIS, LENGTH 9.25", COLOR NATURAL, SIZE MED, 100/BX, ANSELL 69-318.	NO BID	NO BID			\$ 5.57	BOX	BWK345MCT - GLOVES, LATEX, PF,M,NT,1K 100/BOX				
159	17340	BROOM, PUSH WITH HANDLE FOR INSIDE FLOORS ABCO BH 11004 AND ABCO 01104. (BOARDWALK OSIPSHBRM2460, EACH,) OR EQUAL TO.	\$2.92	EACH		THREADED HANDLE	\$ 15.65	PAIR	OSIPSHBRM2460 - PUSH BROOM, 24" (BWK20124) & HANDLE (BWK122); DUAL ITEM (BWK20224/BWK122)				
160	17341	SOAP-REFILL, HAND SOAP (KLEENEX), FOAM SKIN CLEANSER, CASSETTE, PINK, 1200ML 2/CASE, KCC 91592, 6/800ML/CS. **NO SUBS**	\$44.10	CASE			\$ 38.13	CASE	KCC91592 - SOAP, KLNK LUX FOAM SKCLNS 2/1200 ML/CT				
161	17342	HANDS FREE SOAP DISPENSER FOR #17341, DISPENSER SOAP, FOAM, TOUCHLESS ELECTRONIC CASSETTE, 1200ML KCC 92148. EACH. **NO SUBS**	NO BID	NO BID			\$ 39.69	EACH	KCC32504 - DISPENSER, SKIN CARE, BK				
162	17356	TOWELS, PAPER, HARD ROLL 7.5" X 1150', CORE SIZE 1.75", WHITE 6 ROLLS/CASE KC25702.	\$111.55	CASE			\$ 101.90	CASE	KCC25702 - TOWEL, SCOTT, HI CAP, 1 PLY 6/1150/CT				
163	17357	BAGS TRASH, 40 X 46 BLACK, MEDIUM DUTY 1.7 MIL., 40-45 GALLON, TO FIT RUBBERMAID 40 GALLON SQUARE TRASH CONTAINER 100/CASE PROLINK TK46UH OR EQUAL. (BOARDWALK #BWK521) OR EQUAL TO.	\$19.00	CASE	RPGB4671 NORAMCO	100/CS	\$ 30.01	CASE	NORRT4047XXH - LINER, 40X 46, 40-45 GAL, BLACK, XX-HEAVY, CORELESS, STAR, 100/CS				
164	17360	PAPER TOILET, 2 PLY WHITE, CORELESS KC 04007, 36 ROLLS/CASE. VENDOR TO PROVIDE KIMBERLY CLARK 04007 36 ROLLS/CASE. **NO SUBSTITUTE**	\$68.53	CASE			\$ 63.97	CASE	KCC04007 - TISSUE, CORLS2PLY, 1000SHRL 36/1000/CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
165	17373	CLEACHNER, FLOOR, CITRUS SCENT, NON-ALKALINE, 4 GALLONS/CASE DIVERSEY STRIDE N00668. (SPARTAN SPN301604, 4/1 GAL/CASE) OR EQUAL TO.	\$34.00	CASE	NCL IMAGE	4-1GAL/CS	\$ 32.96	CASE	SPN301604 - DAMP MOP-FLOOR CLEANER CONCENTRATE 4/1 GAL/CT	FOR MAINTENANCE OF HIGH GLOSS FINISHES. NO RINSING NEEDED.			
166	17375	BAGS TRASH, 55-60 GALLON, HEACHVY DUTY 3 MIL BLACK 40/CASE. (NOVOLEX K7663ZK 40/CASE) (PROLINK CB6030XK) OR EQUAL TO.	NO BID	NO BID			\$ 10.92	CASE	NORTUFF20 - LINER, 33X48, 55-60 GAL, BLACK, 3, CORELESS, STAR, 20/CS				
167	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	\$80.29	CASE	NICP3872	12/CS	\$ 79.67	CASE	NICP13872 - WIPES, HAND SANIT, CLOTH, 12/160/CT				
168	17997	BAGS TRASH 65 GALLON, STEEL TUFF 1.7 MIL. 44Ww X 55h (PROLINK EC445517K 100/CASE) OR EQUAL TO.	NO BID	NO BID			\$ 36.96	CASE	NORRSB505115B - LINER, 50X51, 65 GAL, BLACK, 1.5,CORELESS, STAR, 100/CSS				
169	18018	TOWELS, WYPALL "L40", 10" X 10.8" WHITE, IN A POP-UP STYLE BOX. KIMBERLY CLARK 3046 9-90/CS. OR EQUAL TO.	NO BID				\$ 13.72	CASE	BWKV040CGW - WIPES, 10X11.5, DRC, CP, 200/CT				
170	18300	PAPER TOILET, JUNIOR JUMBO 9" ROLLS 2-PLAY, BOARDWALK #BWK410320 SCOTT #KCC07805	\$25.32	CASE	MARCAL JRT02	12/CS	\$ 21.58	CASE	BWK410320 - TISSUE, TT,JUMBO, 2PLY 12/CT				
171	18309	SOAP TIDE DETERGENT, FLOOR CLEACHNER, P&G PGC02364 TIDE FLOOR CLEACHNER 36LB/BOX PER CARTON	\$129.14	BOX			\$ 119.55	BOX	PGC02364 - CLEANER; ALL-PRPSE; FLR 36LB/EA				
172	18490	2 IN 1 SQUEEGEE PUSH BROOM; MODEL Quickie #635SU	NO BID				NO BID	NO BID	NO BID				
173	18491	32 oz SPRAY BOTTLE 96/CS OFF-SET NECK	NO BID	NO BID			\$ 1.44	PAIR	OSIBTLTRIG32 - QT BTL (BWK00032) & TRIGGER (BWK58109); CONSISTS OF BOARDWALK 32 OZ BOTTLE AND BOARDWALK TRIGGER SPRAY	SEE ITEM 6999			
174	18492	DEODORANTS, ROOM, ALL TYPES, SPRAY PAK AIR FRESHENER WITH ORDENONE, CLEACHN FRESH FRAGRANCE, 12/15 OZ CANS. (#H158G2, #CH-433-41113-CS) OR EQUAL TO.	NO BID	NO BID			\$ 47.81	CASE	SPN601900 - AIRLIFT XCELENTE ODOR ELIMINATOR- ODOR NEUTRALIZER FOR STRONG, COMPLEX MALODORS SUCH AS SMOKE, URINE AND MILDEW. FRESH LAVENDER FRAGRANCE. 12/20 OZ. CANS, NET 16 OZ.				
175	18493	BLACK, CORELESS ROLL, PLASTIC TRASH BAGS, 96 GAL CAPACITY, APPROX SIZE 52" WD, 75" HT, 2 MIL THICK, 50 PK (TOUGH GUY-6FWH8) OR EQUAL TO.	NO BID	NO BID			\$ 41.78	CASE	NORRSB57752B - LINER, 57X75, 90-96 GAL, BLACK, 2, CORELESS, STAR, 100/CS				
176	18494	SPONGE, HEAVY-DUTY SCRUB, 4 1/2 X 2 7/10 X 3/5, GREEN/YELLOW, 20/CASE (SCOTCH-BRITE ITEM# 426 OR EQUIVALENT)	\$39.69	CASE		8/5/CS	\$ 14.68	CASE	BWK174 - SPONGE, MED DTY, SCRUB, GN	MEDIUM DUTY			
177	18495	BAGS TRASH, 61864BP, 4455GY1.6, 44x55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS	NO BID	NO BID			\$ 37.54	CASE	NORRSB445516B - LINER, 44X55, 56 GAL, BLACK, 1.6, CORELESS, STAR, 100/CS				

	A	B	C	D	E	F	G	H	I	J	K	L	M
178	18496	TRAFFIC MASTER, BLACK, 24"x36", FIBER AND RUBBER COMMERCIAL DOOR MAT, Helps absorb water and scrape dirt/debris off shoes, Weather resistant indoor/outdoor use, Stays securely in place with slip-resistant backing. Model #60-885-1907-20000300. OR EQUAL.	\$27.25	EACH	MLLEGDFB020304		\$ 19.78	EACH	MLLEGDFB020304 - MAT, 2X3, ECOGUARD				
179	18497	PROCTOR AND GAMBLE DAWN ULTRA PLATUNUM POWERWASH DISHWASHER DETERGENT LIQUID, FRESH SCENT, 16 oz., (52366). OR EQUAL.	\$7.47	EACH	PGC52366		\$ 5.88	EACH	PGC52364 - DAWN DISH SPRAY SK FRESH 6/16 OZ				
180	18498	COMMERCIAL WINDOW SQUEEGEE, POLYETHYLENE BLADE, 8" BLADE WD., ALUMINUM FRAME, 6PK. (Mfg. Model 791506) OR EQUAL.	NO BID	NO BID			\$ 5.05	EACH	BWK824 - SQUEEGEE, 8" HD, 21" HANDLE				
181	18499	MALLORY SQUEEGEE BUCKET: LENGTH 12" x WIDTH 9" x DEPTH 8 3/4" x DIAMETER 9". 2 GALLON BUCKET CAPACITY. PLASTIC, BLACK. (Mfg. MODEL: 864 BLACK) OR EQUAL.	NO BID	NO BID			\$ 19.57	EACH	UNGQB12B - BUCKET; PRO; 3 GAL				
182	25000	KITCHEN LINERS, BWK1DK100, DRAWSTRING KITCHEN BAGS, 13 gal, 0.8 mil, WHITE, 50 BAGS/ROLL, 2 ROLLS/CARTON	\$12.57	CASE			\$ 12.88	CASE	BWK1DK100 - BAG, DRWSTRING, KTCHN, 13G, WH				
183	25001	GARBAGE BAG LINERS, HERK1475QK, LINEACHR LOW-DENSITY CAN LINERS, 90-96 gal, 2 mil, 57 x 75, BLACK, 50/CARTON.	NO BID	NO BID			\$ 41.78	CASE	NORRSB57752B - LINER, 57X75, 90-96 GAL, BLACK, 2, CORELESS, STAR, 100/CS				
184	25002	CloroxPro Clorox Disinfecting Wipes, Lemon Fresh, 75 Count. Manufacturer Part No: 15948.	\$35.87	CASE		6/CASE	\$ 20.82	CASE	GJOW75F - WIPES; DISINFECTING; 12/75/CT	12/75/CT			
185	25003	CloroxPro Clean-Up Disinfectant Cleaner with Bleach Refill, 128 Ounces (35420). Manufacturer Part No: CLO35420. UNSPSC: 47131803	\$49.66	CASE	CLO35420CT	4/CS	\$ 45.59	CASE	CLO35420CT - CLEANER, W/BLEACH, 128 OZ. - 4/GAL/CT				
186	25004	CloroxPro Clean-Up Disinfectant Cleaner with Bleach Spray, 32 Ounces (35417). Manufacturer Part No: CLO35417. UNSPSC: 47131805	\$43.23	CASE		9/CS	\$ 45.89	CASE	CLO35417CT - CLEANER, CLEAN UP, W/BLEACH - 9/32/CT				
187	25005	Dawn Ultra Liquid Dish Soap with Sponge, Original Scent, 19.4 oz., 4/Carton (89271). Manufacturer Part No: 89271. UNSPSC: 47131810	NO BID				\$ 20.94	CASE	PGC08285CT - DETERGENT; DAWN; OGNI; 12/7.5 OZ./CT				
188	25006	Scotch-3M, Brite Heavy Duty Scouring Pad, Green, 12/Pack. Manufacturer Part No: MMM86. UNSPSC: 47131502	\$25.18	PACK			\$ 7.06	PACK	BWK186 - PAD, SCOUR, H-DTY, 6X9, GN 15/CT				
189	25007	BRUTE CONTAINER SQUARE DOLLY, 250LB CAPACITY 17.25 X 6.25 BK, ITEM: RCP3530.	\$84.68	EACH			\$ 80.37	EACH	RCP3530 - DOLLY, SQ BRUTE 28, 40,50G				
190	25008	NATURAL HOG HAIR BURNISHING PADS, 20" DIAMETER, TAN, 5/C/S, ITEM: BWK4020NHE.	\$22.11	CASE			\$ 17.84	CASE	PNHL20 - PERFORMANCE PLUS ROUND BURNISHING PAD NATURAL BLEND LIGHT HAIR 20" 5/CS				
191	25009	AMBITEX N5201 Series Nitrile Food Service Gloves, Large, Disposable, Blue, 100/Box. Manufacturer Part No: NLG5201. Manufacturer Name: Tradex. UNSPSC: 46181504	NO BID				\$ 3.86	BOX	BWK380LCTA - GLOVES, NITRL, PF, L, 1000, BE 100/BOX				

	A	B	C	D	E	F	G	H	I	J	K	L	M
192	25010	Coastwide Professional 8" Lobby Broom, Gray (CW58001), Manufacturer Part No: CW61069CC/5800. UNSPSC: 47131604.	\$4.93	EACH	P36960-EACH PERFORMANCE PLUS		\$ 4.13	EACH	BWK951TEA - BROOM, TOY/LOBBY, CORN, 39" L				
193	25011	DISPENSER FOR TOILET SEAT COVERS, DISPENSER TO FIT SEAT COVER BWK K5000	\$21.02	EACH	BWKKD100		\$ 11.77	EACH	BWKKD100 - DISPENSER, TOILETS CVR, WH; SOLD 2/BOX (\$23.54/BX)				
194	25012	TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND TRASH CAN WITH LID AND DOLLY.	NO BID	NO BID			\$ 79.79	EACH	OSICAN32BLUSET - TRASH CAN, RUBBERMAID BRUTE 32 GALLOW BLUE ROUND (JRCP263100BE), AND DOLLY (RCP264000BK).				
195	25013	44x55 1.6 mil DK GRAY 56 GALLON LINER 100/CASE. (ITEM #61864BP, 44X55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS) OR EQUAL.	NO BID	NO BID			\$ 37.54	CASE	NORRSB445516B - LINER, 44X55, 56 GAL, BLACK, 1.6, CORELESS, STAR, 100/CS				
196	25014	BWKHURACAN40, POWDER LAUNDRY DETERGENT, 40LB/PAIL, FRESH LEMON	\$21.12	PAIL			\$ 21.07	PAIL	BWKHURACAN40 - SOAP, LAUNDRY, PWDR 40LB PAIL, WE				
197	25015	BWK340LP, POWDER LAUNDRY DETERGENT, 18 LB/PAIL, CRISP CLEACHN SCENT	\$25.04	PAIL			\$ 23.31	PAIL	BWK340LP - DETERGENT, LAUNDRY, HE, PW DR 18/LB/PL				

BID SHEET

This is Not an Order

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

Postal Service Does Not Deliver to This Street Address

Buyer: 009

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
12/04/2025	6015	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Monday, December 22, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	JANITORIAL SUPPLIES The City of Mobile requests bids for the following items as the per attached RFQ. Pricing shall remain firm for one (1) year after award. At the option of the City and the successful Vendor, the award may be extended for three (3) additional one (1) year periods. Quote pricing and quote units as specified on the RFQ. <u>On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.</u> All substitutions must be indicated on the RFQ document near the description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item. If vendor states a vendor item number that item must also state manufacturers make and model number. <u>Failure to indicate this will be entered as a no bid on that item.</u> It is the responsibility of the vendor to provide the City with the necessary catalogs, samples, or literature, to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours.					
	Page 1 of 4		TOTAL			

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. Be sure to sign and return this page including the terms and conditions on the reverse of page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. THIS BID WILL BE AWARDED ON AN ITEM BASIS. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

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NOTICE TO BIDDERS:

YOUR BID WILL BE REJECTED, IF YOU DO ANY OF THE FOLLOWING:

- Do not indicate substitutions.
- Do not provide literature and specifications on substitutions.
- Do not indicate packaging on substitutions.
- Use your In-House Stock Numbers only. Be sure to list Manufacturer's Names and Stock Numbers.
- The City will not accept In-House or Private Label Brands.
- If you make a substitution, you must state manufacturer, packaging, and provide literature and specifications. Failure to provide the above will cause your bid to be rejected.
- All literature and specifications must accompany your bid. The City will NOT call if you do not provide the information and your bid will be rejected.
- Make sure that the packaging you are quoting matches the packaging in the description. If not, state your packaging.

Due to the problems associated with substitution of products:

- The City will decide what is equal.
- Substitution of Name brands i.e., 409, Mr. Clean, etc. will not be allowed.
- Packaging must be stated: oz/can/case, etc.
- Assume all previously submitted literature is no longer on file.
- Literature not included with product bid will cause rejection.

SPECIAL NOTE:

- If your pricing and descriptions are handwritten, they must be legible. If the City is unable to determine what the price is and/or what product you are bidding, the City

reserves the right to reject your bid. The City will not call to clarify pricing and/or description of the product bid.

NOTE:

- DUE TO CHANGES IN PACKAGING OF TRASH BAG INDUSTRY, THE CITY WILL ADJUST THE CASE PACKS AS NEEDED. BID YOUR STANDARD PACKAGING.

NOTE:

- PRIVATE LABELS ON IN-HOUSE BRANDS ARE THOSE PRODUCTS THAT ARE PACKAGED, LABELED, AND SOLD BY YOUR COMPANY ONLY AND ARE NOT AVAILABLE FOR SALE BY OTHER COMPANIES. THE CITY OF MOBILE DOES NOT ACCEPT THESE JANITORIAL PRODUCTS.

NOTE:

- BIDDERS SHALL HAVE A PLACE OF BUSINESS WITHIN 20 MILES OF THE CITY LIMITS OF CITY OF MOBILE TO ALLOW PICK-UP OF PRODUCTS AS NEEDED.

CITY OF MOBILE ITEM LIST -FREQUENTLY ORDERED

LINE #	ITEM	DESCRIPTION	PRICE	UOM	ITEM
1	1329	BAGS TRASH, 15 X 9 X 32, WHITE, 0.35 MIL, 16 GALLON, 500 BAGS PER CASE. (BOARDWALK BWK2432EXH, 500/CS. PRO-MT331XW-CS) OR EQUAL TO.			
2	2781	DEGREASER BETCO ULTRA 2000 #1 3604. (SPARTAN SPN203804 4/1 GAL/CS) OR EQUAL TO.			
3	5068	BUFFING PADS, PADS BUFFING, 20" RED. (BOARDWALK BWK4020RED , 5/CS) OR EQUAL TO.			
4	5076	BUFFING PADS, PADS BUFFING/POLISHING, 17", NATURAL HAIR, JACKAROO BRAND. (BOARDWALK BWK4017NAT, 5/CASE) OR EQUAL TO.			
5	5142	COFFEE STIRRER. BWKSTRU 525B10			
6	5231	TRASH BAGS, 12-16 GALLON 24 X 32 PB2432LR 500 P/CASE. (BWK2432EXH) OR EQUAL TO.			
7	5328	JANITOR CART, CART UTILITY, VINYL, CAPACITY 500 LBS. SIZE 25 7/8 X 45 1/4, BEIGE, RUBBERMAID 4520-88			
8	6947	HAND SANITIZER, CLEANER SANITIZER, HAND, WATERLESS, 4 OZ PLASTIC BOTTLE, HILL MANUFACTURING "SKIN SANITIZER", #3178-24, (24 BOTTLES/CASE).			
9	6990	SOAP, DISHWASHING LIQUID, JOY, PROFESSIONAL, 38 OZ. SIZE, P & G 45114, OR DAWN 45112 8/38 OZ. CASE **NO SUBS**			
10	6991	DEODORANT, URINAL BLOCKS, DEODORANT BLOCKS, PLAIN (NO WIRE). (BOARDWALK BWKU03CT, 12/CASE) OR EQUAL TO.			
11	6992	LAVA SOAP BARS, SOAP LAVA HAND SOAP 48 / 4OZ, BARS / CASE. WD 40/LAVA WSF10383.			
12	6993	MOPS WET, 18 OZ., #2289			
13	6994	MOPS 32 OZ., WET MOP M-32 #2063. PACKAGES OF 6 MOPS. (BOARDWALK BWK132C) (ABCO CD50032) OR EQUAL TO.			
14	6995	60" CLIP-ON DUST MOP HANDLE, WOOD, 12/CS			
15	6996	DUST MOP HEADS, MOP HEADS ONLY FOR DUST MOPS, 36"X5", O'DELL M365CH, EACH. OR EQUAL TO.			
16	6999	BOTTLE SPRAY WITH TRIGGER SPRAYER, QUART SIZE PLASTIC BOTTLE. BOARDWALK BWK00032/BWK58109 PAIR. OR EQUAL TO.			

17	7001	CLEANER, BOWL, 12 QT/CS . STATE MANUFACTURER AND PACKAGING. (BETCO REST STOP 07012-00, 12 QT/CASE. SPN711603) OR EQUAL TO.			
18	7003	COMET CLEANER, CLEANSER COMET, 24-21 OZ PER CASE. COMET P&G PGC32987CT, 24/21 OZ/CASE.			
19	7004	BOWL BLOCK, DEODORANT BLOCK W/HANGER LR, 42R OR EQUAL, 4 1/2 OZ. CUP. (BOARDWALK BWKB04BX 12/CS) OR EQUAL TO.			
20	7005	CLEANER, 409, SPRAY BOTTLES, 12-32 OZ. PER CASE, 12 SPRAYERS PER CASE, **NO SUBSTITUTE**			
21	7006	409 CLEANER, CLEANER REFILL FOR 409, 4-1 GALLON PER CASE. **NO SUBSTITUTIONS**			
22	7008	PINE OIL, 12-28 OZ PER CASE. (CLOROX CLO40187, 12/28 OZ/CASE) OR EQUAL TO.			
23	7009	PINE OIL (AMONO PINE) 4-1 GAL / CASE.			
24	7012	PADS SOS, 12-15/CS. CLOROX CLO88320CT, 180/CASE. OR EQUAL TO.			
25	7015	SOAP LAUNDRY, TIDE DETERGENT, P&G 2-143 OZ/CT, PGC85006CT.			
26	7016	HAND SOAP, KUTOL, PURE POWDER 10-15 LBS/CASE. (DIAL DIA2561 CT, 10/5LB/CASE.) OR EQUAL			
27	7017	HAND SOAP (4 - 1 GALLON), ANTISEPTIC, 4-1 GAL PER CASE. (BOARDWALK BWK410CT, 4/1 GAL/CASE) OR EQUAL TO.			
28	7021	DISINFECTANT SPRAY, LYSOL 12-18 OZ PER CASE. (SPN607600, 12/32 OZ/CASE), (CHASE 433-4104 12/20 OZ/CASE) OR EQUAL TO.			
29	7024	INSECTICIDES WASP + HORNET SKIDDO 12-18 OZ PER CASE. (SPARTAN SPN682000, 12/20 OZ/CS) (CHASE 433-4108 12/20 OZ/CASE) OR EQUAL TO.			
30	7028	CLEANER SHIMMER STAINLESS STEEL CLEANER, (BOARDWALK BWK 347 ACT 12-18 OZ/CS) OR EQUAL TO.			
31	7033	DUST MOP TREATMENT, MOP, DUST MOP TREATMENT 12-16 OZ / CASE. (CHASE 5152, 12/20 OZ/CS) OR EQUAL TO.			
32	7034	FLOOR SWEEP, OIL ABSORBENT, MAXIMUM SACK WEIGHT 40 LB. OIL DRI BRAND OR EQUAL.			
33	7038	HOUSE HOLD BROOMS, BROOM NATURAL CORN JANITOR BROOM #26, 5 STITCH, 12" SWEEP FACE. (BWKBR10002) OR EQUAL TO.			
34	7039	BROOM #B28 JANITORIAL, #2033. DOZEN. (O'DELL B10001/ BWKBR10002 DOZEN) OR EQUAL TO.			

35	7040	BOWL BRUSH, BRUSH #4533 TOILET BOWL. EACH. (BOARDWALK BWK00160, EACH. CWZ24418471.) OR EQUAL TO.			
36	7042	MOP 24 OZ. RAYON MOP HEAD LAY FLAT #2407			
37	7043	MOP 32 OZ. RAYON MOP HEAD LAY FLAT #2408. (BOARDWALK BWK732R) OR EQUAL TO.			
38	7044	MOP TOILET BOWL. BOARDWALK BWK00160, EACH. OR EQUAL TO.			
39	7047	DUST PAN, #2005, RUBBERMAID. IMPACT IMP4212, EACH. OR EQUAL TO.			
40	7048	DUST PAN WITH HANDLE, DUST PAN, LOBBY, #2007, RUBBERMAID. (IMPACT IMP2600 EACH) OR EQUAL TO.			
41	7050	POLISH, FURNITURE, JOHNSON LEMON SHINE-UP, 12-16 OZ PER CASE. (SPARTAN SPN611000, 12/20 OZ/CS. CHASE 433-4109) OR EQUAL TO.			
42	7053	TRASH CAN, 44 GALLON, NO LID, NO CASTERS, DESIGNED FOR RUBBERMAID CASTERS, GRAY COLOR RUBBERMAID #2643 OR CONTINENTAL #4444. (BOARDWALK BWK44GLWRGRA, EACH) OR EQUAL TO.			
43	7066	SPONGES 2" X 6" (APPROX.) 24/2. (BOARDWALK BWKCS2, 24/CASE.) OR EQUAL TO.			
44	7067	CLEANSER AJAX, 24-21 OZ. CANS /CASE. CLOROX CPC14278CT.			
45	7068	DISINFECTANT, BALL-PHENE SPRAY, DISINFECTANT SPARTAN STERI-PHENE 12-15 OZ. PER CS. (SPARTAN SPN608100, 12/20 OZ/CASE), (CHASE 433-4104) OR EQUAL TO.			
46	7085	CLEANER, FLOOR, HARDWOOD, BONA CLEANER REFILL **NO SUBS**			
47	7087	DISINFECTANT LYSOL II FRESH SCENT SPRAY (12/18 OZ./CS). (CHASE 4334104, 12/20 OZ/CASE) OR EQUAL TO.			
48	7096	CLEANER OVEN, MR. MUSCLE, AEROSOL (6-19 OZ/CS) NO SUBSTITUTE. VENDOR TO PROVIDE DIVERSY DVOCBD991206, 6/19 OZ/CASE.			
49	7103	MOP HEAD, 24 OZ. COTTON, LAY FLAT, SCREW ON.			
50	7104	MOPHEAD HANDLE, FOR LAY FLAT MOP. ABCO 60" SCREW ON HANDLE, EACH. OR EQUAL TO.			

51	7112	SOAP, KLEENEX LIQUID HAND SOAP WITH MOISTURIZERS (91552), PINK, FLORAL SCENT, 1.0L, 6 BOTTLES / CASE 1000 ML. CAPACITY, PINK FOAM. VENDOR TO PROVIDE KIMBERLY CLARK KCC91552CT, 6/1000 ML/CASE.			
52	7115	BUCKET MOP, 35 QUART, COMBO BUCKET AND WRINGER, YELLOW, 3" CASTERS RUBBERMAID FG757788YEL, (CONTINENTAL 335-312YW), (IMPACT IMP7Y26363Y), OR EQUAL.			
53	7116	CLEANSER SPIC + SPAN, 12-27 OZ PER CASE, POWDERED CLEANSER. VENDOR TO PROVIDE P&G PGC31973CT, 12/27 OZ/ CASE.			
54	7118	WAX, FLOOR, JOHNSON COMPLETE OR EQUAL, 5 GALLON PAIL. (SPARTAN SPN404505, 5/GAL/CS) OR EQUAL TO.			
55	7131	BUCKET MOP, 44 QUART, COMBO PACK WITH WRINGER, BUCKET OT HAVE 3" WHEELS, WRINGER TO BE DOWNWARD PRESS TYPE, CONSIST OF RUBBERMAID BUCKET #6118-88 AND WRINGER #612, RUBBERMAID COMBO PACK #6134. (RUBBERMAID 757688, EACH) OR EQUAL			
56	7133	DISPENSER FOR SCOTT #181 MULTIFOLD PAPER TOWELS, PLASTIC DISPENSER, SCOTT #998 (SAN JAMAR SJMT1790TBK) OR EQUAL.			
57	7140	TRASH CAN, 32 GALLON, RUBBERMAID #FG2632. BWK32GLWRGRA			
58	7163	TRASH CAN, LID, DOME TOP WITH SWING DOOR, TO FIT RUBBERMAID 44 GALLON CONTAINERS { CITY COMMODITY #16213} GRAY IN COLOR , THIS LID WILL ALSO FIT 55 GALLON DRUMS, RUBBERMAID #2647. VENDOR TO PROVIDE RUBR MAID RCP264788GRA, EACH.			
59	7168	SANITARY NAPKIN DISPOSAL BAGS STATE MFG + PACKAGING PER CASE. ROCHESTER MIDLAND 25025088, 500/CASE., HOSPECO HS6141			
60	7173	CLEANER WINDOW, REFILL (GLASS PLUS OR WINDEX) 4-1 GALLON/CASE, **NO SUBSTITUTE** (SC JOHNSON SJN696503, 4/1 GAL/CASE).			
61	7177	DISINFECTANT KROWN DUAL BOWL CLEANER (NABC BATHROOM CLEANER -REST STOP), CLEANER BOWL, NON-ACID, BETCO 07912, 12-32 OZ/CASE. (SPARTAN SPN711603, 12/32 OZ/CASE) OR EQUAL TO.			
62	7179	SOAP DIAL LIQUID HAND, 7.5 OZ, PUMP BOTTLE, 12-7.5 OZ PER CASE DIAL #84014. VENDOR TO PROVIDE DIAL 84014CT, 12/7.5 OZ/CASE.			
63	7194	SQUEEGEE FLOOR 18" WITH HANDLE. (UNGER OSIFLRSQG18, EACH) OR EQUAL TO.			

64	7198	DISPENSER ROLL TOWEL FLIP DOWN SMOKE COVER SCOTT #9746.			
65	7211	FLOOR STRIPPER, STRIPPER FLOOR, BETCO EXTREME ULTRA #19404. (SPARTAN 008404, 4/1/GAL/CS) OR EQUAL TO.			
66	7212	TOILET SEAT COVER DISPENSERS, DISPENSER TOILET SEAT COVER, UNIVERSAL TYPE, SCOTT/ KIMBERLY-CLARK TOILET SEAT DISPENSER #09506 **{ The city purchases Scott/Kimberly-clark #7410 toilet seat covers}*. VENDOR TO PROVIDE BOARDWALK BWKKD100, EACH.			
67	7214	DUST MOP FRAME/WITH HANDLE, DUST MOP FRAME WITH HANDLE, FRAME SIZE 5 X 36. (BOARDWALK BWK1436, EACH) OR EQUAL TO.			
68	7218	DEODORIZER GENERAL PURPOSE, DEODORANT CONCENTRATE, 4/1 GAL/CS. SPARTAN AIRLIFT #302204 **NO SUBSTITUTIONS**			
69	7239	TIME MIST MODEL 32-1111 TM DISPENSER			
70	7252	BLEACH, CLOROX, 6-96 OZ PER CASE. **NO SUBSTITUTE**			
71	7253	BLEACH GENERIC, 6-96 OZ PER CASE GALLON/CS, STATE MANUFACTURER + STOCK #. (KIK KIK11006755042, 6/1 GAL/CS) OR EQUAL TO.			
72	9369	MILDEW REMOVER, TILEX, 12EA. 16OZ SPRAY BOTTLES /CASE. (SPARTAN SPN711003, 12/16 OZ/CASE) OR EQUAL TO.			
73	9632	TOWELS, PAPER, MULTI-FOLD, 9x9, SCOTT 180 (01804), (SOFIDEL 410164 4000/CASE), OR EQUAL.			
74	9633	TOWELS, PAPER, HARD ROLL 8" X 800" BROWN, 2" CORE, 6 ROLLS/CASE KC32848. 6/CASE. MORCON MORR6800 6 ROLLS/CASE. OR EQUAL TO.			
75	9634	CUPS STYROFOAM, 6 OZ. (FOR COFFEE) (NT6, W6 DART OR EQUAL), 1000/CS. VENDOR TO PROVIDE DART DCC6J6, 1000/CS.			
76	9635	CONE CUPS, CUPS WATER, CONE (LILY 4 1/2 LR, 42R OR EQUAL) 4 1/2 OZ. CUP. (KONIE KC145KR, 5000/CS) OR EQUAL TO.			
77	9636	TOWELS, PAPER, BROWN ROLL, CORE SIZE 1.5", 8" X 800" SCOTT #04142 OR EQUAL. VENDOR TO PROVIDE MORCON MORR6800, 6 ROLLS/CASE.			
78	9637	TOWELS, PAPER, C-FOLD 10.125" X 13.15", 1 PLY, 2400 TOWELS/CASE, KC 01510, NO SUBS.			
79	9638	TOWELS SHOP, WYPALL, BLUE, KIMBERLY CLARK 05776, 12-1/2" X 12", 56 SHEETS/PKG, 12PKG/CASE. VENDOR TO PROVIDE BERK DRC3500B-4, 902/CASE.			
80	9640	TOILET PAPER - SMALL ROLL / 100PER, PAPER TOILET, 1 PLY, KC25626 VENDOR TO PROVIDE VONDREHLE 5501, 96 ROLLS/1000 SHEETS/ CASE.			

81	9641	DRINKING CUPS *WATER FOUNTAIN CUPS*, 7 OZ. WAXED PAPER COLD DRINK, 2000/CASE.			
82	9644	PLASTIC WRAP, 12X2000' ROLL. BOARDWALK BWK7202.			
83	9656	FOIL ALUMINUM, 24" X 1000'. REYNOLDS RFP627, 24 X 1000 ROLL. OR EQUAL TO.			
84	9658	PAPER, TOILET, 2 PLY, KC#04460. 96 ROLLS TO A BOX. (BOARDWALK BWK6145 96 ROLLS/CASE) OR EQUAL TO.			
85	9661	KNIVES PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWKN, 1000/CS. OR EQUAL TO.			
86	9662	SPOONS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). (GEN GENHYWIWS, 1000/CS) OR EQUAL TO.			
87	9663	FORKS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWF, 1000/CASE. OR EQUAL TO.			
88	9667	NAPKINS COCKTAIL, PACKAGED 4000 PER CASE. GEN, GENCOCKTAILNAPW, 4000/CASE. OR EQUAL TO.			
89	9669	CUPS, 10 OZ INSULATED FOAM CUPS 10J10.			
90	9670	PAPER GROCERY BAGS, 8 1/4 X 5 5/16 X 16 1/8". #20 KRAFT, QTY: 5 BUNDLES			
91	9671	COVER TOILET SEAT, PAPER, SCOTT/KIMBERLY-CLARK #7410. **{MUST FIT SCOTT #9526 SEAT COVER DISPENSERS IN USE IN THE CITY}** VENDOR TO PROVIDE BOARDWALK BWKK5000b, 5000/CASE.			
92	9673	TOWELS WYP-ALL, #05701. 12.5" X 12", WHITE. KC 05701. OR EQUAL TO.			
93	9678	PLATES STYROFOAM 6" (1000/CS). DART DCC6PWCR, 1000/CASE. OR EQUAL TO.			
94	9684	TRAYS STYROFOAM, 3 SECTION CARRY OUT, WITH LIDS, ** STATE YOUR PACKAGING PER CASE ** .			
95	9686	CUPS, PLASTIC, 12 OZ, 100/PK, BOARDWALK			
96	9690	CUPS, CLEAR PLASTIC, 7 oz size, 100/SLEEVE.			
97	9693	CUPS, STYROFOAM, 12oz, 1000/CS SCOTT #V2-12C. VENDOR TO PROVIDE DART DCC12J12, 1000/CS.			
98	9695	CUPS PLASTIC, 12 OZ., TRANSLUCENT, 1000/CASE SOLO #M22. BOARDWALK BWKTRANSCUP12CT, 1000/CASE. OR EQUAL TO.			
99	9698	TOWELS WYPALL, SIZE 10" X 13 .2", CENTER-PULL ROLL, WHITE. 200 SHEETS PER ROLL, 2 ROLLS/CASE, SCOTT #05796. NO SUBS.			

100	9709	Toilet Paper Roll, Scott Essential, Jumbo Core, 1 Ply, 12/CT, JUNIOR JUMBO ROLLS, KIMBERLY CLARK #07223. (BOARDWALK BWK6101) OR EQUAL TO.			
101	9796	SOAP ANTI BACTERIAL MANUFACTURED BY SOFTSOAP 64 OZ. SIZE. (COLGATE PALMOLIVE CPC45993) OR EQUAL TO.			
102	10057	BAGS TRASH, 15" X 9" X 23", BLACK, 0.35 MIL, 8-10 GALLON, 1000 PER CASE. (NOVOLEX H4021RC 1000 PER CASE) OR EQUAL TO.			
103	10059	BAGS, TRASH, SMALL, 15 X 9 X 32, BLACK, 0.35 MIL, 16 GALLON, 1000 BAGS PER CASE. (INTEPLAST B73310DXK 1000 BAGS PER CASE) OR EQUAL TO.			
104	10060	BAGS TRASH, 16 X 14 X 36, WHITE, 0.70 MIL TUFF TOTE, 30 GALLON, 200 PER CASE. INTEPLAST MT371XW. PROLINK MT371XW. OR EQUAL TO.			
105	10061	BAGS TRASH, 22 X 16 X 58 WHITE, 0.65 MIL TUFF TOTE, 60 GALLON, 100/CASE. INTEPLAST MT601XW. PRO-MT601XW-CS. OR EQUAL TO.			
106	10062	BAGS TRASH, 23 X 10 X 39, WHITE, 0.70 MIL TUFF TOTE, 33 GALLON, 150 PER CASE. (INTEPLAST MT401XW. PROLINK MT401XW) OR EQUAL TO.			
107	10063	BAGS TRASH, 23 X 17 X 46 WHITE, 0.75 MIL TUFF TOTE, 45 GALLON, 100 PER CASE. INTEPLAST MT481WX. PROLINK MT481XW. OR EQUAL TO.			
108	10101	BAGS TRASH 55 GALLON, LIGHT DUTY 1.3 MIL THICKNESS (SUNBELT #PT-1658GY. INTEPLAST EC38581135K) OR EQUAL TO.			
109	10113	BAGS TRASH, 22 X 16 X 58, BLACK, MEDIUM DUTY 1.7 MIL THICKNESS, 60 GALLON, 100 PER CASE. (BWK523, 100/CASE. PROLINK EC385817K) OR EQUAL TO.			
110	10116	BAGS TRASH, 23X10X39, BLACK, LIGHT DUTY 1.3 MIL THICKNESS, 33 GALLON, 100 PER CASE. (BOARDWALK BWK516 100/CASE. PROLINK EC385815K) OR EQUAL TO.			
111	10133	PLUNGER FORCE CUP, CUP SIZE 5", HANDLE LENGTH 19", RUBBER WITH WOOD HANDLE, Mfr. Model #1LNX3.			
112	10220	INSECTICIDE ANT + ROACH. (CHASE 433-4106, 12/20 OZ/CS) OR EQUAL TO.			
113	10930	RAGS WIPE, ALL WHITE COTTON 50 LBS/BOX STOCK NO. 8543			
114	11645	TRASH CAN (GREY), TENNIS TIDI-COURT TRASH CANS, CANS ONLY			

115	11820	TOWELS WYPALL "L40" TOWELS, WHITE, IN A POP UP STYLE BOX, 900/CASE. VENDOR TO PROVIDE KIMBERLY CLARK KC05790.			
116	13006	PLATES PLASTIC, DIVIDED DINNER, 10" ROUND, EXTRA HEAVY DUTY. STATE QUANTITY PER CASE. (BOARDWALK BWKPLTHIPS10WH3, 500/CASE) OR EQUAL.			
117	13007	CLEANER MR CLEAN, ALL PURPOSE, 9-24 OZ PER CASE. P&G 82707, 9/24 OZ/CASE. PGC77130, P&G 9/28OZ/CASE			
118	13090	TOWEL SHOP, WHITE ROLL, 475 TOWELS PER ROLL, 12.5" X 13.4" KIMBERLY CLARK #41025. VON DREHLE R941 943' ROLL/CASE. OR EQUAL TO.			
119	13155	BOWLS STYROFOAM, 5 OZ. SIZE, 1000 PER CASE. DART DCC5BWWC, 1000/CASE. OR EQUAL TO.			
120	13156	CLEANER MR. MUSCLE OVEN, 32 OZ. PUMP SPRAYER, 6-32 OZ. BOTTLES PER CASE **NO SUBSTITUTE** VENDOR TO PROVIDE SPARTAN SPN319403, 12/32 OZ/CS. .			
121	13160	NAPKINS DINNER, 4 FOLD, 17" X 17" WHITE. EMPRESS DN171713, 3000/CASE. BWK8307W. OR EQUAL TO.			
122	13161	STYROFOAM PLATES, 10-1/2", NON-COMPARTMENTED, 500 PER CASE. OR EQUAL			
123	13162	PLATES STYROFOAM, 9", NON-COMPARTMENTED, 500 PER CASE. GENPAK GNP80900, 500/CASE. OR EQUAL TO.			
124	13202	PAPER, TOILET, 2 PLY, JUMBO ROLL TISSUE, 3.55" X 2000' ROLL, 6 ROLLS PER CASE, SCOTT/KIMBERLY-CLARK #07827. WINDSOFT WIN203, 6 ROLLS/CASE. OR EQUAL TO.			
125	13204	URINAL SCREEN with ENZYMES BLOCK, MANGO ODOR, 10 per BOX. (CHERRY ODOR, DEMOMATIC BY HOSPITAL SPECIALTY). (BOARDWALK BWKNUS, 12/CS) OR EQUAL TO.			
126	13323	CIDE BET, DISINFECTANT HOSPITAL TYPE, FOAMING, GERMICIDAL CLEANER, PACKAGED 12 AEROSOL CANS PER CASE, CIDE-BET, BETCO #08723, **NO SUBSTITUTE**			
127	13322	DISINFECTANT DEODARANT, HOSPITAL, 12/CASE, GLYBET BETCO #08623, NO SUBSTITUTE.			
128	13325	CLEANER ANTI-BACTERIAL, 12 QUARTS PER CASE, FIGHT-BAC, BETCO #31112. **NO SUBSTITUTE**			
129	13339	CLEANER, HAND, WIPES, SANI-TUFF HAND CLEANING WIPES, SANI-FRESH/SCOTT/KIMBERLY CLARK #58310, 8/50/CS.			
130	13517	CLEANER / DEGREASER SIMPLE GREEN, 55 GALLON DRUM			

131	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, #80790, 16 OZ., 12/CASE			
132	13949	TOWELS PAPER, KITCHEN, ROLLS, TOWEL SIZE 11" WIDE X 9" BETWEEN PERFORATIONS, 2 PLY. (BOARDWALK BWK6273 12 ROLLS/CASE) OR EQUAL TO.			
133	14115	CLEANER, WINDOW, (GLASS PLUS OR WINDEX) 12-32 OZ. BOTTLES WITH SPRAYERS PER CASE, **NO SUBSTITUTE** SC JOHNSON SJN695155, 12/32 OZ/CASE. SJN322338 8/32 OZ/CASE			
134	15563	SCRUBS IN A BUCKET DYM 42230. (ITW PRO ITW4223OCT, 6/30/CASE) OR EQUAL TO.			
135	15564	SIGN FLOOR FOLDING, "CAUTION WET FLOOR", YELLOW WITH BLACK LETTERS, CONTINENTAL #CM119, RUBBERMAID C112-77, CARLISLE #3690904. IMPACT IMP9152W, EACH. OR EQUAL TO.			
136	15568	TRASH CAN DOLLY, DOLLY ONLY FOR RUBBERMAID 44 GALLON BRUTE TRASH CAN, RUBBERMAID #2640 OR CONTINENTAL #3255. (IMPACT IMP7704, EACH.) OR EQUAL TO.			
137	15573	FLOOR SWEEP OIL ABSORBANT, OIL DRI, SACK WEIGHT 50LBS OIL DRI BROWN BAG, OIL DRI #01050			
138	15713	LARGE TRASH BAGS, BAGS TRASH 22 X 16 X 58 60 GALLON CLEAR, 1.7 MIL, 100 PER CASE. (NOVOLEX 17658WKR) OR EQUAL TO.			
139	15746	CONCENTRATED EUCALYPTUS SCENT. 1-GALLON JUGS PACKAGED 4-1 GALLONS/CASE ODOBAN #911061-G4 (OR) ODOBAN ODO911062-G4.			
140	15919	PER 12 CANISTERS PER CASE. CLOROX #01593. BOARDWALK 454W75. OR EQUAL TO.			
141	15947	PLATES, PAPER 6" WHITE, UNCOASTED, UNDIVIDED/NON-COMPARTMENTALIZED. 1000/CASE			
142	15970	DEODORANT, AEROSOL, REFILL CLEAN & FRESH, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-2502 TMCA 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042771, 12/CASE.			
143	15971	DEODORANT, AEROSOL, REFILL, CINNAMON, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. TIME MIST TMS1042746 12/CASE. OR EQUAL TO.			
144	15972	DEODORANT, AEROSOL, REFILL, CITRUS, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. VENDOR TO PROVIDE TIME MIST TMS1042781, 12/CASE.			
145	15973	DEODORANT, AEROSOL, REFILL, MANGO, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST TMS1042781 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042810 12/CASE.			

146	15974	DEODORANT, AEROSOL, REFILL, LAVENDER LEMONADE, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-5327 TMCAPT 12/CASE. TIME MIST TMS1042757, 12/CASE. OR EQUAL TO.			
147	15975	DISPENSER, AIR FRAGRANCING, AUTOMATIC, FULL SIZE, 30 DAY REFILL LIFE, USES 2 "C" CELL BATTERIES, TIME MIST MODEL 32-1111TM, **NO SUBS** VENDOR TO PROVIDE TIME MIST 1047717, EACH.			
148	15976	BOWLS, STYROFOAM, 12 OZ., 1000 CASE. GENPAK82100. OR EQUAL TO.			
149	16039	BROOM AS SPECIFIED: BROOM THAT STORES INSIDE DUST PAN AND CLIPS TO HANDLE (FITS INSIDE OPEN-LID PAN AND LOCKS IN AN UPRIGHT POSITION): OVERALL DIMENSIONS: 40.25"H X 12.00"W X 3.25"D. Libman Broom with Dustpan, Model # 00919. Libman Commercial 919 Lobby Dust Pan and Broom Set (Open Lid), Black/Red. (UNGER- UNGEDPBR- INCLUDES CLIP-ON LOBBY BROOM AND DUST PAN.) OR EQUAL TO.			
150	16093	HAND SANITIZER, 4 OZ SQUEEZE BOTTLE, CLEAR COLOR, (24 EACH PER CASE), PURELL #9651-24-B5P00, OR GRAINGER #20W448. **NO SUBS**			
151	16094	HAND SANITIZER, 8 OZ PUMP BOTTLE, 12/CASE, COLOR CLEAR, PURELL #9652 **NO SUBS**			
152	16263	BAND-AIDS 1", BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, **NO SUBS**			
153	17091	TOWELS PAPER, WHITE ROLL, 8" X 800 FT ROLL DIAMETER, 1.5" CORE DIAMETER, MUST FIT KIMBERLY CLARK 09746 DISPENSERS, 800' PER ROLL, 12 ROLLS/CASE. KIMBERLY CLARK 01040 OR EQUAL. VENDOR TO PROVIDE MORCON MORW6800 6 ROLLS/CASE.			
154	17279	SOAP, FOAM, REFRESH MOISTURIZING 800 ML REFILL, 6/CASE. STOKO 29932 6/800ML/CS. **NO SUB**			
155	17339	GLOVES, DISPOSABLE LATEX, LIGHTLY POWDERED, THICKNESS 5 MIS, LENGTH 9.25", COLOR NATURAL, SIZE MED, 100/BX, ANSELL 69-318.			
156	17340	BROOM, PUSH WITH HANDLE FOR INSIDE FLOORS ABCO BH 11004 AND ABCO 01104. (BOARDWALK OSIPSHBRM2460,			
157	17341	SOAP-REFILL, HAND SOAP (KLEENEX), FOAM SKIN CLEANSER, CASSETTE, PINK, 1200ML 2/CASE, KCC 91592, 6/800ML/CS. **NO SUBS**			
158	17342	HANDS FREE SOAP DISPENSER FOR #17341, DISPENSER SOAP, FOAM, TOUCHLESS ELECTRONIC CASSETTE, 1200ML KCC 92148. EACH. **NO SUBS**			

159	17356	TOWELS, PAPER, HARD ROLL 7.5" X 1150', CORE SIZE 1.75", WHITE 6 ROLLS/CASE KC25702.			
160	17357	BAGS TRASH, 40 X 46 BLACK, MEDIUM DUTY 1.7 MIL., 40-45 GALLON, TO FIT RUBBERMAID 40 GALLON SQUARE TRASH CONTAINER 100/CASE PROLINK TK46UH OR EQUAL. (BOARDWALK #BWK521) OR EQUAL TO.			
161	17360	ROLLS/CASE. VENDOR TO PROVIDE KIMBERLY CLARK 04007 36 ROLLS/CASE. **NO SUBSTITUTE**			
162	17373	CLEANER, FLOOR, CITRUS SCENT, NON-ALKALINE, 4 GALLONS/CASE DIVERSEY STRIDE N00668. (SPARTAN SPN301604, 4/1 GAL/CASE) OR EQUAL TO.			
163	17375	BAGS TRASH, 55-60 GALLON, HEAVY DUTY 3 MIL BLACK 40/CASE. (NOVOLEX K7663ZK 40/CASE) (PROLINK CB6030XK) OR EQUAL TO.			
164	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.			
165	17997	BAGS TRASH 65 GALLON, STEEL TUFF 1.7 MIL. 44Ww X 55h (PROLINK EC445517K 100/CASE) OR EQUAL TO.			
166	18018	TOWELS, WYPALL "L40", 10" X 10.8" WHITE, IN A POP-UP STYLE BOX. KIMBERLY CLARK 3046 9-90/CS. OR EQUAL TO.			
167	18300	PAPER TOILET, JUNIOR JUMBO 9" ROLLS 2-PLAY, BOARDWALK #BWK410320 SCOTT #KCC07805			
168	18309	SOAP TIDE DETERGENT, FLOOR CLEANER, P&G PGC02364 TIDE FLOOR CLEANER 36LB/BOX PER CARTON			
169		2 IN 1 SQUEEGEE PUSH BROOM; MODEL Quickie #635SU			
170		32 oz SPRAY BOTTLE 96/CS OFF-SET NECK			
171		DEODORANTS, ROOM, ALL TYPES, SPRAY PAK AIR FRESHENER WITH <u>ORDENONE</u> , CLEAN FRESH FRAGRANCE, 12/15 OZ CANS. (#H158G2, #CH-433-41113-CS) OR EQUAL TO.			
172		BLACK, CORELESS ROLL, PLASTIC TRASH BAGS, 96 GAL CAPACITY, APPROX SIZE 52 " WD, 75" HT, 2 MIL THICK, 50 PK (TOUGH GUY-6FWH8) OR EQUAL TO.			
173		SPONGE, HEAVY-DUTY SCRUB, 4 1/2 X 2 7/10 X 3/5, GREEN/YELLOW, 20/CASE (SCOTCH-BRITE ITEM# 426 OR EQUIVALENT)			
174		BAGS TRASH, 61864BP, 4455GY1.6, 44x55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS			

175		TRAFFIC MASTER, BLACK, 24"x36", FIBER AND RUBBER COMMERCIAL DOOR MAT, Helps absorb water and scrape dirt/debris off shoes, Weather resistant indoor/outdoor use, Stays securely in place with slip-resistant backing. Model #60-885-1907-20000300. OR EQUAL.			
176		PROCTOR AND GAMBLE DAWN ULTRA PLATINUM POWERWASH DISHWASHER DETERGENT LIQUID, FRESH SCENT, 16 oz., (52366). OR EQUAL.			
177		COMMERCIAL WINDOW SQUEEGEE, POLYETHYLENE BLADE, 8" BLADE WD., ALUMINUM FRAME, 6PK. (Mfg. Model 791506) OR EQUAL.			
178		MALLORY SQUEEGEE BUCKET: LENGTH 12" x WIDTH 9" x DEPTH 8 ¾" x DIAMETER 9". 2 GALLON BUCKET CAPACITY. PLASTIC, BLACK. (Mfg. MODEL: 864 BLACK) OR EQUAL.			
179		KITCHEN LINERS, BWK1DK100, DRAWSTRING KITCHEN BAGS, 13 gal, 0.8 mil, WHITE, 50 BAGS/ROLL, 2 ROLLS/CARTON			
180		GARBAGE BAG LINERS, HERK1475QK, LINEAR LOW-DENSITY CAN LINERS, 90-96 gal, 2 mil, 57 x 75, BLACK, 50/CARTON.			
181		CloroxPro Clorox Disinfecting Wipes, Lemon Fresh, 75 Count. Manufacturer Part No: 15948.			
182		CloroxPro Clean-Up Disinfectant Cleaner with Bleach Refill, 128 Ounces (35420). Manufacturer Part No: CLO35420. UNSPSC: 47131803			
183		CloroxPro Clean-Up Disinfectant Cleaner with Bleach Spray, 32 Ounces (35417). Manufacturer Part No: CLO35417. UNSPSC: 47131805			
184		Dawn Ultra Liquid Dish Soap with Sponge, Original Scent, 19.4 oz., 4/Carton (89271). Manufacturer Part No: 89271. UNSPSC: 47131810			
185		Scotch-3M, Brite Heavy Duty Scouring Pad, Green, 12/Pack. Manufacturer Part No: MMM86. UNSPSC: 47131502			
186		BRUTE CONTAINER SQUARE DOLLY, 250LB CAPACITY 17.25 X 6.25 BK, ITEM: RCP3530.			
187		NATURAL HOG HAIR BURNISHING PADS, 20" DIAMETER, TAN, 5/C/S, ITEM: BWK4020NHE.			
188		AMBITEX N5201 Series Nitrile Food Service Gloves, Large, Disposable, Blue, 100/Box. Manufacturer Part No: NLG5201. Manufacturer Name: Tradex. UNSPSC: 46181504			
189		Coastwide Professional 8" Lobby Broom, Gray (CW58001), Manufacturer Part No: CW61069CC/5800. UNSPSC: 47131604.			

190		DISPENSER FOR TOILET SEAT COVERS, DISPENSER TO FIT SEAT COVER BWK K5000			
191		TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND TRASH CAN WITH LID AND DOLLY.			
192		44x55 1.6 mil DK GRAY 56 GALLON LINER 100/CASE. (ITEM #61864BP, 44X55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS) OR EQUAL.			
193		BWKHURACAN40, POWDER LAUNDRY DETERGENT, 40LB/PAIL, FRESH LEMON			
194		BWK340LP, POWDER LAUNDRY DETERGENT, 18 LB/PAIL, CRISP CLEAN SCENT			



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 2026 Ford Maverick XL crew cab AWD pickup trucks for Public Services.

Amount of Contract:

\$59,638.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260115 Stivers Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 January 2026 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 2026 Ford Maverick XL crew cab AWD pickup trucks for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$59,638.00

FUNDING SOURCE:

Budget Item: See Requisitions 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 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, a 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>5335</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	2 2026 FORD MAVERICK XL CREW CAB AWD PICKUP TRUCKS FOR PUBLIC SERVICES (AL STATE CONTRACT)	\$59,638.00	<u>(292393) SITVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005335-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 2026 OR NEWER MAVERICK XL CREW CAB AWD AS FOLLOWS: W8B CODE 100A PACKAGE: OXFORD WHITE IN COLOR;CLOTH SEATS-EBONY;4-CORNER STROBES-WHITE FRONT/AMBER REAR; SPRAY-IN BEDLINER; ALL-WEATHER FLOOR MATS WITH THE FOLLOWING OPTIONS: W8B MAVERICK 9W CLOTH SEATS-EBONY ST1 4 CORNER LED STROBES-WHITE FRONT/AMBER REAR SL1 SPRAY IN BEDLINER FM2 ALL-WEATHER FLOOR MATS AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003218-6 Additional Description Notes	2.00 EACH	29475.00000	58950.00

2025 OR NEWER MAVERICK XL CREW CAB AWD AS FOLLOWS:

102 A PACKAGE: OXFORD WHITE IN COLOR;CLOTH SEATS-EBONY;4-CORNER
STROBES-WHITE FRONT/AMBER REAR; SPRAY-IN BEDLINER; ALL-WEATHER FLOOR MATS

WITH THE FOLLOWING OPTIONS:

W8B MAVERICK

9W CLOTH SEATS-EBONY

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005335-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
ST1	4 CORNER LED STROBES-WHITE FRONT/AMBER REAR			
	SL1 SPRAY IN BEDLINER			
	FM2 ALL-WEATHER FLOOR MATS			
	AS REQUESTED BY 2070-PUBLIC SERVICES ADMIN			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			58950.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	2.00 EACH	344.00000	688.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			688.00

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005335-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

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

[Requisition Link](#)

Requisition Total 59638.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	59638.00	3580492.62
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	12/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/09/25	SHONNDA SMITH	
Approved	12/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	12/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/09/25	SHONNDA SMITH	
Approved	12/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/15/26	DONALD ROSE	Auto approved by: 9105paij

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Public Comments

NA

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

Items

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22\(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code	UOM	
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 27 sets of fire bunker coats, pants, and boots for MFRD.

Amount of Contract:

\$125,010.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260115 Sunbelt Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 January 2026
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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 27 sets of fire bunker coats, pants, and boots for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$125,010.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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, a 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>6487</u>	2026	(1510) FIRE ADMINISTRATION	27 SETS OF FIRE BUNKER COATS, PANTS, AND BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$125,010.00	<u>(198904)</u> <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006487-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved
--	--

Page 1

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER CONTRACT # EE11-24

001	AS PER QUOTE: Q-45413 FIRE PROTECTION CLOTHING, FIRE COAT: GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	2295.00000	61965.00
-----	--	---------------	------------	----------

1 1000.30.15.1510.1510.1510.0000.0000.44020.	30982.50
--	----------

2 6120.70.15.0000.0000.1510.0000.0000.44020.	30982.50
--	----------

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE PROTECTION CLOTHING;PANT: GLFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold;	27.00 EACH	1720.00000	46440.00
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=====	=====
Bill To	Requisition 00006487-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/09/26	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	PER QUOTE : Q-45413			
	Vendor Item			

1	1000.30.15.1510.1510.1510.0000.0000.44020.			23220.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			23220.00

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

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

003	FIRE PROTECTION CLOTHING, BOOTS:	27.00	615.00000	16605.00
	GL1201420; GL1201420 Leather 14"	EACH		
	Pull On Boot; PER QUOTE : Q-45413			
	Vendor Item			

1	1000.30.15.1510.1510.1510.0000.0000.44020.			8302.50
2	6120.70.15.0000.0000.1510.0000.0000.44020.			8302.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006487-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved	Page 3
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	198904				FIRE ADMINISTRATION

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

[Requisition Link](#)

Requisition Total	125010.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.	62505.00	2405242.40
FIRE ADMINISTRATION EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.	62505.00	2796182.01
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/15/26	DONALD ROSE	Auto approved by: 910521901
Approved	01/15/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	01/15/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	01/15/26	SAMANTHA COOLEY	Auto approved by: 910521901



About the Cooperative

Bid Notices

HGACBuy How2s

Products & Services

Resources



Looking for something specific?

Search

Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. [Click here for details](#)

View Contacts

View Documents

Return to Products & Services

All Products

Search Products



Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective April 1, 2025		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives.		Petzl		10%

Arctic Compressor 2024 - Breathing air compressor systems (\$175.00/HR Installation)	Arctic Compressors	2%
Adapters, etc. - MES-Kochek 2024 List Price List	Kochek	25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes	Task Force Tips (TFT)	25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	Task Force Tips (TFT)	Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	South Park Brass	5%
AED devices, accessories, and training products	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact	Zoll Medical	10%
AED, CPR, BBP training	SafetyMed	10%
Air Compressor	Arctic Compressor	5%
Air Hammers	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List	Kochek	24%
All lighting Products	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches.	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms	5.11	16%
Assorted emergency response clothing, gear, and uniforms	Armor Express	20%
Assorted emergency response clothing, gear, and uniforms	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms	Shelby	10%
Assorted emergency response clothing, gear, and uniforms	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms	HAIX	15%
Assorted emergency response clothing, gear, and uniforms	Lion	10+%
Assorted emergency response clothing, gear, and uniforms	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Enforcer	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Zico	6%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Akron Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	National Foam	3%
Auto Crib It	Power Hawk	5%
Bear Training Solutions MSRP 2024	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders	Boston Leather	5%
Black Diamond 2024 MSRP	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment	Tempest	5%
Boots	HAIX	5%
Boots	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment	Air Systems	10%
Breathing Air System	SCBAS	5%
Brocco RANKIN 2024 MSRP	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List	Bullard Imagers	7%
Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories.	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment	Ajax Rescue Tools	10%
CMC Rescue Products	CMC Rescue	5%
Command Light Products	Command Light	10%
Complete RescueONE catalog of rescue boats and options	RescueONE	1%
Compressors, Fill Stations, Cylinders	MES-RevolveAir	0%
Confined space communication equipment & replacement parts	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers	Grace Industries	5%
Council Tools Products	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment	Red Head Brass	5%
Covert Armor Products	Covert Armor	40%
CrewBoss Products	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue	Turtle Plastics	5%
Curaplex Stop the Bleed Kit	North American Rescue	10%
Decon Products	SC Products	5%
Decon Shower & Pools	Husky Portable Containment	15%
Decontamination	ESI	0%

Decontamination	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment	Spill Tech	7%
Delta Fire & Safety Products and Services	Delta Fire & Safety	0%
DQE MSRP Price List - 2024	DQE Haz-Mat	2%
Dragon Fire Products	Dragon Fire	10%
Drones and unmanned aerial vehicles	Fotokite	8%
Elbows, Adapter, Fittings, & Valves	Trident Emergency Products	20%
Elbows, Adapters, fittings & Valves	Trident Emergency Products	20%
Emergency rescue & safety equipment	Yates	10%
Emergency rescue equipment	Team	10%
Emergency Safety Equipment, PPE, boots	Black Diamond Group, Inc.	5%
Equipment, Hose, & Couplings	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots	343 Fire	5%
Euramco Ramjet 2024 MSRP PL	Euramco Ramjet Fans	5%
Extinguishers	Buckeye Fire Equipment	5%
Extrication and rescue equipment	AMKUS Rescue Systems	5%
Extrication and rescue equipment	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws	SuperVac	9%
Fans, Saws, etc.	Tempest	20%
FAST Rescue Solutions Price List 2024	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc.	PointBlank	38%
Fire Blankets	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List	MES	0%
Fire Helmets	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products	Fire Hooks Unlimited	10%
Fire Hose	Matex	20%
Fire Hose	Snap Tite / Fire Quip Hose	5%
Fire Hose	North American Fire Hose	5%
Fire Hose	Key Fire Hose	40%
Fire Hose & Couplings	BullDog Hose	5%
Fire Tools	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024	FireCraft Sensit Instruments	5%
Firefighter Accountability Systems	Grace Industries	10%
First Aid & Medical Equipment	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories.	Flir Marine	10%
Flashlights, Scenelights & etc.	Streamlight	25%

FLIR Imagers, & Rescue Saws	Team Equipment	8%
FLIR Products	Flir	5%
Foam	Perimeter Solutions	5%
Foam	Chemguard	5%
Foam	ADH Fire Equipment Services Inc	10%
Foam	FireBull Enforcer	5%
Foam	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List	Honeywell-Morning Pride	26%
Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc.	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags.	Paratech	7%
Full range Fire-Dex equipment price list	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots	Fire-Dex	45%
Gas Detectors	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves	Harrington	5%
Genesis Rescue Products	Genesis Rescue Systems	5%
GfG Instruments 2024.	GfG Instruments	2%
Glass Removal Tool	Fox Manufacturing / Glas Master	5%
Gloves	Sensit / FireCraft	5%
Gloves	Shelby	5%
Gloves	Guardian Gloves	12%
Gloves	MCR Safety	7%
Gloves	Dragon Fire	5%
Gloves	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats	Ergodyne	5%
Grain Bin Rescue	Great Wall of Rescue / Dunrite	5%
Gross Decon	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List	Groves/Ready-Rack	9%
Hand Tools	Nupla	5%
Harness/Personal Safety Belt	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escapes Belts	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines	Rit Safety	5%
Harrington Inc 2024 MSRP	Harrington Valves	40%
Helmets	Phenix	5%
Helmets	Bullard Helmets	17%
Helmets	Draeger	10%
Helmets	Bullard	10%
Helmets, Safety Vest, & Boots	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP	HexArmor Gloves	18%
HexArmor Products	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list	Holmatro	3%

Honeywell Products	Honeywell	25%
Hoods & Gloves	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP	I dex - Akron Brass	39%
IDEX Weldon 2024 MSRP	I dex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog
Jersey Tactical Company MSRP 2024	Jersey Tactical Tools	0%
Kappler Products	Kappler	5%
Key Hose 2024 MSRP	Key Hose	40%
Kochek 2024 MSRP Pricing	Kochek Water Flow	38%
Ladders	Duo Safety Ladder	5%
Ladders	Alco-lite (Sam Carbis)	5%
Ladders	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024	Lakeland Fire PPE	20%
Lakeland Fire Products	Lakeland	15%
Landing Zone Lights & Road Flare	Pi Lit	5%
Leatherhead Tools Products	Leatherhead Tools	10%
Lifting / Hoisting Equipment	Tractel	5%
Light Towers and all Hi-Viz lighting products	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024	Lightning X Gear & Medical	25%
Lightning X Products	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention	Grace Industries	10%
Majestic Hoods 2024 MSRP	Majestic Fire Apparel	15%
Medical Equipment	343 Fire	5%
Medical Equipment & Supplies	Matrix Henry Schein	5%
Medical gloves and ppe	Ansell	5%
Medical Supplies & Equipment	R&B Fabrications	5%
Medical Supplies & First Aid	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment	Blackline	5%
Misc. personal safety equipment	Draeger	8%
Misc. safety equipment	RAE Systems - Portables	4%
Misc. safety equipment	RAE Systems - Wireless	4%
Misc. safety equipment	RKI Instruments	5%
Misc. safety equipment	Redwave	1%
Misc. safety equipment	HazSim	4%

Misc. safety equipment	TSI	8%
Misc. safety equipment, misc. rescue equipment	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment	Envronics	1%
Misc. safety equipment, misc. rescue equipment	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment	Honeywell/ BW	5%
Mounting Equipment	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extraction tools.	Poly-tech	10%
Mounting Systems	Sensible Products	10%
MSA safety products, PPE, and gas detection equipment	MSA	15%
Multi-Purpose Storage System & Hose winder	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls.	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz.	North American Rescue	10%
National Foam 2024 MSRP Price List	National Foam	25%
Non-Sparking Tools	Ampco	10%
North Shore Compressors MSRP 2024 (\$175/HR installation)	North Shore Compressors	0%
Nozzles, & Hoses	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps	Kochek	20%
Nozzles, fittings	Elkhart Brass	41%
Nozzles, fittings	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters	C&S Supply	20%
Nozzles, Monitors, & Valves	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting	Akron	5%
Nozzles, Valves,	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves	S&H Products	5%
Paratech 2024 Price List - Metro Fire	Paratech Rescue USA	7%
Patient Handling & First Aid	Junkin Safety	15%
Patient transportation	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP	Perimeter Solutions Foams	10%
Petzl Products	Petzl	10%
Phenix Products	Phenix	12%
Plastix Plus products	Plastix Plus	10%
Plastix Plus rescue tool products	Plastix Plus	15%
Poly Tech Products	Poly-Tech America	15%
Portable blowers and fans	Euramco	22%
Portable Gas & Flame Detection	Teledyne/Detcon	5%
Portable Lights	Command Light	5%
Portable Lights	Streamlight	5%
Portable Tanks, & Strainers	Fol-Da-Tank	5%
Portable water tanks	Fold Da Tank	17%

Product Name	Supplier Name	Percentage
Positive Pressure, Confined Space, & Smoke Ejector Fans	Super Vac	15%
PPE Waher / Dryer & Decon Products	Groves Ready Rack	5%
PPE, misc. safety equipment	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing,	Sterling Rope	10%
Pumps, associated products	Waterax	5%
R&B Fabrication Products	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum	Dynarex	10%
Rescue Equipment	PMI	5%
Rescue equipment, portable lights	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment	PMI	5%
Rescue Tool Brackets	Zico	20%
Rescue Tool Brackets	Plastix Plus	0%
Rescue Tool Mounting Brackets	Poly Tech	5%
Rescue Tools	Holmatro	5%
Rescue Tools & Portable Lights	Makita	5%
Rescue Tools & PPV Fans	Amkus DeWalt	3%
Rescue Tools, Saws, etc.	Makita	1%
Rope Gloves, & Helmets	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards	Yates	5%
Sabilization Systems	Res-Q-Jack	8%
SafeFleet Elkhart Brass 2024	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE	Grace Industries	10%
Safety Vest	Line2 Design	5%
Safety Vest	343 Fire	10%
Safety Vest	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots	Portwest	5%
SCBA Personal Breathing System	Scott 3M	5%
SCBA's & Gas Detection	Draeger	10%
SCBA, misc. safety equipment	MSA	7%
Scene Lighting, Light Towers, Tripods, etc	SuperVac-Command Light	1%
SEEK Products	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. - Halligan Bar No Pike List Price List	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units	Genesis Rescue Systems	8%
Stihl Rescue Tools	Blue Mountain / Stihl Dealer	15%
Streamlight MSRP List - 2024	Streamlight	26%
Streamlight Products	Streamlight	20%
StrongArm Tool - MES-Hurst StrongArm 2024 List Price List	Hurst Jaws of Life	5%
Super Vac Products	Supver Vac	25%
Super Vac Products 2024	Super Vac	22%



About the Cooperative

Bid Notices

HGACBuy How2s

Products & Services

Resources



Looking for something specific?

Search

Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Allsource Enterprise LLC dba Safe Industries

Taylor Dowling
tdowling@safeindustries.com
Phone: 803-960-8979
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Allsource Enterprise LLC dba Safe Industries

Meredith Martin
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Casco Industries, Inc.

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Sunbelt Fire, Inc.

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Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com

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[Return to Products & Services](#)

[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777

Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120

Houston, TX 77027

Phone: [832-810-2667](tel:832-810-2667)

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



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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

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

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve reallocation of \$130,000.00 from project C0932 2025 City Wide Bridge Maintenance to C0119 Bi-Annual Bridge Inspection.

Amount of Contract:

\$130,000.00 transfer

Funding Source

C0932 to C0119

ATTACHMENTS:

1. Budget Transfer C0932 to C0119

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/14/2026

BUDGET TRANSFER: ☒ (from one project to another)

DISTRICT#: Select Item. 17

REQUEST: Please transfer \$ 130,000.00

FROM CAPITAL PROJECT#: C0932

CAPITAL PROJECT NAME: 2025 City Wide Bridge Maintenance

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0119

PROJECT NAME: Bi-Annual Bridge Inspection

DEPT. PROJECT#: _____


Employee signature
Approval signature

Created by B. Rhodes 3/15/2022

2025

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council Members Cory Penn, Samantha Ingram, C. J. Small,
Ben Reynolds, Beau Fleming, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$130,000.00 be reallocated from 2025 City Wide Bridge Maintenance (C0932) to Bi-Annual Bridge Inspection (C0119) project to provide additional bridge and infrastructure inspection services.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve change order no 1 with Michael Baker International, Inc. for additional services.

Amount of Contract:

increase \$53,000.00; original contract \$136,610.61; Revised contract \$189,610.61

Funding Source

C0721

ATTACHMENTS:

1. 2022-3005-06 US 45 Streetscape Improvements (Michael Baker International, Inc.)
change order 1

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM

Engineering

DEPT.

3005

DATE OF REQUEST:

1/14/2026

TYPE: Select One ☐ (when money is available in project's budget; from project to contract)

VENDOR NAME: Michael Baker International, Inc.

DISTRICT#: Select Item. #1

DEPT. PROJECT#: 2022-3005-06

REQUEST: Please

Add
Select option.

\$53,000.⁰⁰

from Capital Project#/Title:

to contract#

4788

Total amount of Amendment: \$ 53,000.⁰⁰

Current contract amount: \$ 136,610.61

Revised contract amount: \$ 189,610.61

Comments:

The scope was increased & there were unforeseen circumstances during construction.

B. Rhodes
Employee signature

[Signature]
Approval signature

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilperson Cory Penn

WHEREAS, the City entered into a contract dated November 28, 2023 with Michael Baker International, Inc. for construction engineering and inspection services on the project known as U.S. 45 Streetscape Improvements, City of Mobile Project No. 2022-3005-06; and

WHEREAS, the Contract amount for the construction engineering and inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Michael Baker International, Inc; and whereas, the current original contract amount totals \$136,610.61; and

WHEREAS, additional scope was added to the project, and unforeseen circumstances were encountered during construction, thereby increasing the engineering services cost by \$53,000.00; and

WHEREAS, the contract provides on Page 9 that the compensation and fees “to be paid to the ENGINEER associated with the above mentioned PROJECT shall not exceed \$136,610.61;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$53,000.00, for a total of \$189,610.61, to be paid to Michael Baker International, Inc. for construction engineering and inspection services on the U.S. 45 Streetscape Improvements Project.

Adopted:

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **U.S.-45 STREETSCAPE IMPROVEMENTS**

PROJECT NO: 2022-3005-06

CONTRACT RESOLUTION NO: 21-1274

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **November 28, 2023**, to provide additional Professional Engineering Services in the amount of **\$53,000.00**.

ORIGINAL CONTRACT PRICE: **\$ 136,610.61**

PROPOSED INCREASE: **\$ 53,000.00**

REVISED CONTRACT PRICE: **\$ 189,610.61**

City of Mobile

Mayor

(Print)

Accepted by: _____

Vice President

(Print)



CORPORATE
SEAL

Attest:

City Clerk

(Print)

City Engineer

JOHN FORRESTER (Print)

Attest:

Terri A. Vojnovich
Witness/Secretary Assistant Secretary

Terri A. Vojnovich (Print)

12/29/2025

Date

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: U.S.-45 STREETScape IMPROVEMENTS

PROJECT NUMBER: 2022-3005-06

The attached change order number 1 to contract with
Michael Baker International, Inc.

dated November 28, 2023 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.

 6. Other: _____

REMARKS: _____

Tammy Lambeth
ENGINEER OR CONSULTANT

[Signature]
City Engineer

October 8, 2025

Nick Amberger, PE
City Engineer
City of Mobile
205 Government Street
Mobile, AL 36633

ATTN: Tammy Olivero, PE

**RE: Highway 45 From Wilson Avenue to Prichard Avenue
US-45 Streetscape Improvements
Project No. 2022-3005-06**

Dear Ms. Olivero:

As you are aware, the project has experienced several delays stemming from a variety of unforeseen circumstances, including but not limited to:

- The addition of a pedestrian bridge due to a conflict with an existing sanitary sewer manhole and associated sewer lines
- Installation of additional driveways, which required coordination with property owners to secure Right of Entry (ROE) agreements
- Discovery of previously unidentifiable inlets, necessitating the inclusion of additional drainage structures
- Construction of additional retaining walls to accommodate existing grade conditions
- Coordination with the Contractor to address cross slope adjustments
- Development of a Supplemental Agreement and incorporation of additional pay items in collaboration with the Contractor
- Expanded slope paving at the culvert south of Division Street, requiring further design detailing
- Ongoing utility coordination to resolve conflicts that emerged during construction

The original fee proposal was based on the following parameters:

Construction Cost = \$3,100,000.00
Estimated Working Days = 250
Estimated Months = 14

Staff	Hours	Comment
Construction PM	120	Approx. 2 hrs/week
Sr. Inspector	1250	Approx. 25 hrs/week

As of the end of August, the Contractor has reached month 20 of construction, with a revised contract amount of \$3,675,788.89—an increase of approximately 17% over the original contract. Based on the current schedule provided by Wiregrass Construction, substantial completion is anticipated between mid and late October, barring any weather-related or unforeseen delays. If completed by the end of October, the total construction duration will span 22 months.

While we were able to reduce inspection hours below the originally estimated 25 hours per week during earlier phases of delay, recent increases in Contractor activity have required inspection efforts exceeding the initial estimate.

Following our last invoice (No. 1258008) for the period ending July 27, 2025, we are approaching the limits of our original contract amount. We have continued to provide inspection services and will do so through project completion. We estimate an additional 610 hours of inspection time will be required from July 28, 2025, through mid-to-late October, excluding mileage and printing costs.

Staff	Hourly Rate	Hours	Cost
Sr. Inspector	\$86.29	610	\$52,636.90
ODC's/Mileage			\$363.10
		Total =	\$53,000.00

Due to the delays outlined above, we respectfully request a contract amendment in the amount of **\$53,000.00**. We appreciate the City's consideration of this request. Should you have any questions or would like to discuss, please contact me at 251.751.7487.

Respectfully,



Brian Morgan, PE
Project Manager

Cc: Jeff May, PE, *Michael Baker International*
Collin Hunt, *Micheal Baker International*

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, 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 set forth in full, subject to the company
signing the contract and furnishing the required bonds and insurance. A copy of said
executed contract will be on file in the office of the City Clerk.

Name of Company: Michael Baker International, Inc.

Project Name: US 45 Streetscape Improvements
COM Project# 2022-3005-06

Estimated Cost: \$136,610.61

Adopted: NOV 28 2023


City Clerk



US-45 STREETScape IMPROVEMENTS

PROJECT NO. 2022-3005-06

CEI ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 28 day of November, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform construction engineering and inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Construction Phase as set out in Section III.

PROJECT – US-45 STREETSCAPE IMPROVEMENTS , City of Mobile Project No. 2022-3005-06. This contract is for the construction engineering and inspection of streetscape improvements on Hwy 45 from Wilson Ave. to Prichard Ave. (See Exhibit A for approximate locations). **The professional engineering services may include engineering and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

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

The scope of work is divided into the following Phases:

1. Construction Phase
2. Closeout Phase

A. OMIT

B. CONSTRUCTION PHASE

The ENGINEER shall attend a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall recover and verify the four (4) horizontal and vertical control points shown in the plans. The ENGINEER shall also set four (4) additional points at locations specified by the CONTRACTOR to be used for the control of the construction work. The CONTRACTOR shall be responsible for maintenance of the staked points.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
 - h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
 - i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
 - j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
 - k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
 - l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.
4. Progress Review
- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and

resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

C. CLOSE OUT PHASE

- 1. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted to the PROJECT ENGINEER.
- 2. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or

any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase and Close Out Phase services in accordance with Section III.B and Section III.C of this CONTRACT. Payment for work performed in Section III.B and Section III.C of this CONTRACT shall not exceed \$131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and

documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City,

its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER 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.

- B. **INSURANCE-** For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance:**

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

2. **Workers' Compensation/Employer's Liability:**

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

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

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

3. **Comprehensive General Liability Insurance:**

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. 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.

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: William S. Stimpson
William S. Stimpson
Mayor

ATTEST:

By: Lisa C. Lambert
Its City Clerk
Print: Lisa C. Lambert



MICHAEL BAKER INTERNATIONAL, INC.

By: Jeffrey D. May

Print: Jeffrey D. May

Its: Vice President

Address: 11 North Water Street, Suite 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, S.K. Wall, a Notary Public in and for said State and County, hereby
certify that Jeffrey D. May, whose name as Vice President of
MICHAEL BAKER INTERNATIONAL, INC. is signed to the foregoing conveyance and who
are known to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 31st day of October, 2023

S K Wall

NOTARY PUBLIC

My Commission Expires: 11/2/2025

S K WALL
Notary Public
Alabama State at Large

EXHIBIT A: PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

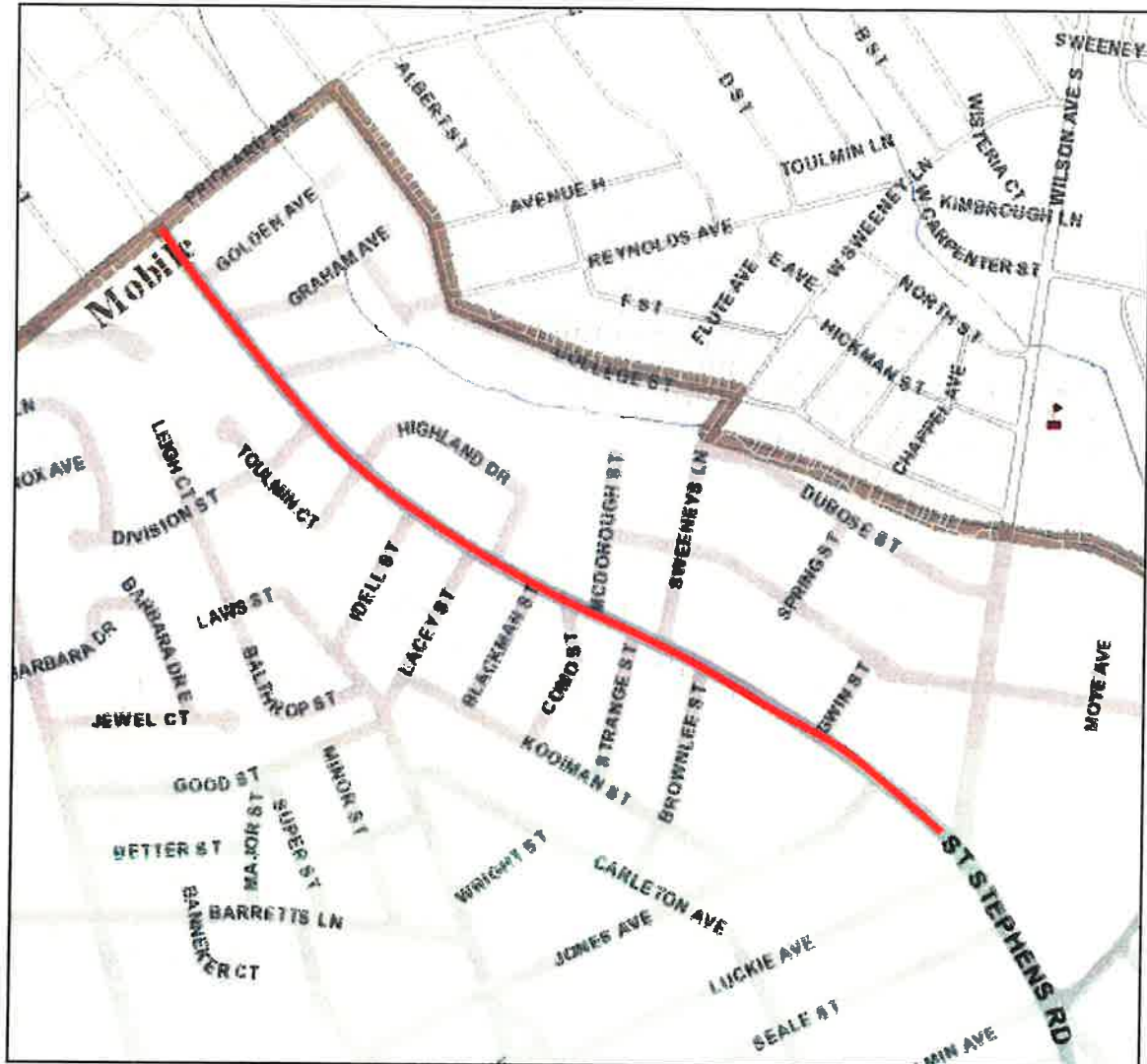


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **US-45 STREETSCAPE IMPROVEMENTS**, City of Mobile Project No. **2022-3005-06**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$3,148,747.77 [**Three Million One Hundred Forty-Eight Thousand Seven Hundred Forty-Seven Dollars and Seventy-Seven Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (construction phase, close out phase and additional services) to be paid the ENGINEER shall not exceed \$136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents), unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

15

MICHAEL BAKER INTERNATIONAL
SCHEDULE OF RATES
US-45 STREETScape IMPROVEMENTS

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Project Manager	\$ 179.13
CEI Manager	\$ 87.05
Sr. Inspector	\$ 96.58
Level II Inspector	\$ 86.29
Level I Inspector	\$ 43.57
Clerical / Office Administrative Assistant	\$ 70.79

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of \$ 0.665 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until December 31, 2024.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Construction Phase.....\$126,610.61

Closeout Phase\$5,000.00

Base Contract Amount **\$ 131,610.61**

Additional Services (If requested in writing by the City Engineer).....\$ 5,000.00

Total Contract Amount including Additional Services **\$ 136,610.61**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Pdf's of as-built drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																					
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Project Name: _____ Project Number: 20xx-3005-xx																																					
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).																																					
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																																		



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/30/2023

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER C: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER D: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Allied World Surplus Lines Insurance Co	24319	INSURER C: American Guarantee & Liability Ins Co	26247	INSURER D: Zurich American Ins Co	16535	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA															

COVERAGES**CERTIFICATE NUMBER:** 570102498985**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GL0419728102	08/30/2023	08/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP 4197284 02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	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	WC419728202 AOS WC419728502 WI	08/30/2023	08/30/2024	☒ 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
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim \$1,000,000 Aggregate \$1,000,000

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

RE: MB Project Name: US 45 Streetscape Improvements, Project Number: TBD, 2022-3005-06. City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A Waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Attn: Tammy Olivero Post Office Box 1827 Mobile AL 36633-1827 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570102498985



AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570102498985			
CARRIER See Certificate Number: 570102498985	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-02

Effective Date: 08/30/2023

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.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-02	08/30/2023	08/30/2024		15939000	\$ INCL	\$

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.

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: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

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.

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.

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.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-02	08/30/2023	08/30/2024		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

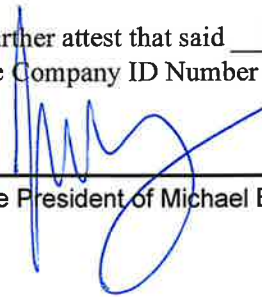
Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who,
being duly sworn says as follows:

Vice President of Michael Baker International, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Michael Baker International, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Michael Baker International, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.



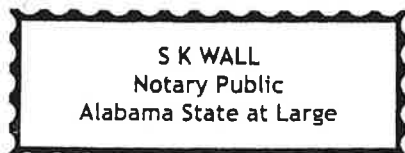
Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 31st day of October, 2023.

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



commission expires 11/2/2025



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: Archisque.kidd@cityofmobile.org
251.208.7987

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	brian.morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	US-45 Streetscape Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan
Signature:  Date: 10/31/2023
Title: Project 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: Brian Morgan Title: Project Manager
Email: brian.morgan@mbakerintl.com Phone: 251-380-0898
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Michael Baker

Please Print Company International, Inc. Your Bid/Proposal Amount \$	N/A

Date: 10/31/2023

Description

Name of Bidder/Proposer:	US-45 Streetscape Improvements

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:

Michael Baker International, Inc.

Contact Person:

Brian Morgan

Phone 251-380-0898 Email brian.morgan@mbakerintl.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. _____



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 25 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

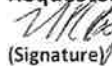
Waiver requested due to the nature of the work. This is a contract for part-time construction inspection only.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Michael Baker International, Inc. not to exceed \$136,610.61.

Nick Amberger

Requested By (Department Director)


(Signature)

251-208-7426

Telephone Number

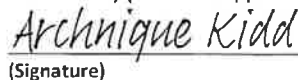
City Engineer
(Title)

10/25/2023
(Date)

nick.amberger@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)


(Signature)

Supplier Diversity Manager

(Title)

11/8/2023

(Date)

Approved By (CAO)



Alabama Secretary of State



SOS Office Elections Services Records Contact

Michael Baker International, Inc.	
Entity ID Number	000-854-655
Entity Type	Foreign Corporation
Principal Address	500 GRANT STREET STE 5400 PITTSBURGH, PA 15219
Principal Mailing Address	100 AIRSIDE DRIVE MOON TOWNSHIP, PA 15108
Status	Exists
Place of Formation	Pennsylvania
Formation Date	04/28/1972
Qualify Date	12/29/1972
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	----
Capital Authorized	
Capital Paid In	
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	1988 1989 1990 1991 1992 1993 1994 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 2022 2023
Transactions	
Transaction Date	06/14/1977 BALL JR, FRED S BALL, RICHARD A 200 SOUTH LAWRENCE STREET MONTGOMERY, AL
Registered Agent Changed From	
Transaction Date	09/27/1983 BALL JR, FRED S BALL, RICHARD A ONE COURT SQUARE MONTGOMERY, AL
Registered Agent Changed From	
Transaction Date	03/08/2010

Michael Baker International, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	07/02/2015
Legal Name Changed From	Michael Baker, Jr., Inc.
Transaction Date	02/11/2021
Principal Mailing Address Changed From	4301 DUTCH RIDGE ROAD BEAVER, PA 15009
Transaction Date	02/11/2021
Principal Office Changed From	4301 DUTCH RIDGE ROAD BEAVER, PA 15009
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/14/1977 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/27/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/02/2015 Articles of Amendment 6 pgs.
Document Date / Type / Pages	02/11/2021 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Michael Baker International
Company Facility Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
Company Alternate Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
County or Parish	Allegheny
Employer Identification Number	25-1228638
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	77



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract amendment with Michael Baker International, Inc. for MS4 Storm water consulting.

Amount of Contract:

\$475,000.00

Funding Source

C0391

ATTACHMENTS:

1. 2025-3005-17 MS4 Stormwater Management Professional Services (Michael Baker International) contract amendment

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MS4 Stormwater Management Professional Services

CAPITAL PROJECT # C0391 DATE OF RECEIPT

DEPT. PROJECT # 2025-3005-17

PROJECT DESCRIPTION 1st Renewal MS4 Storm Water Consulting

CONTRACT AMOUNT \$ 475,000.00

VENDOR NAME Micheal Baker International

VENDOR NUMBER 294011

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

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 X; 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: Brian Mabry Date 1/8/2026

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MS4 Stormwater Management Professional Services

CAPITAL PROJECT # C0391 DATE OF RECEIPT

DEPT. PROJECT # 2025-3005-17

PROJECT DESCRIPTION 1st Renewal MS4 Storm Water Consulting

CONTRACT AMOUNT \$ 475,000.00

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Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
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**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Date

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

**Sponsored by: Mayor Spiro N. Cheriogotis
Councilmembers Cory Penn, Samantha Ingram, C.J. Small, Ben
Reynolds, Beau Flemming, Josh Woods, and Gina Gregory**

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 Contract between the City of Mobile and Michael Baker International, Inc. to (1) extend the term of the existing Contract for an additional one-year period, with the option for one additional one-year extension, as permitted under the terms of the Contract; (2) replace the original Scope of Services with an updated version for the 2026 program year; and (3) increase the Additional Services from \$5,000.00 to \$25,000.00 to accommodate expanded support needs, as outlined in the amendment attached hereto and incorporated herein by reference. The total aggregate compensation authorized under the Contract, inclusive of all renewal terms, shall increase from the original sum of \$455,000.00 to the amended not to exceed amount of \$475,000.00, subject to annual appropriation. A copy of said Amendment and Contract is on file in the Office of the City Clerk.

ADOPTED:

City Clerk

JUSTIFICATION FOR Addendum to Contract

PROJECT NAME: MS4 Stormwater Management Professional Services

PROJECT NUMBER: 2025-3005-17

The attached amendment number 1 to contract with Michael Baker International

dated February 11, 2025 is required because of the following:

- _____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- _____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- _____ 3. Emergencies arising during the course of the work.
- _____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X _____ 5. See attached letter.
- _____ 6. Other: _____

REMARKS: _____

Michael Baker International

ENGINEER OR CONSULTANT

January 12, 2026

Brian Mabry
Project Manager
City of Mobile
205 Government Street
Mobile, AL 36602-0001

RE: MS4, Storm Water Management Professional Services (FY26)

Mr. Mabry,

The purpose of this letter is to outline the types of additional services that may become necessary as the project progresses. Due to the evolving nature of regulatory requirements, and environmental program responsibilities, certain tasks may require supplemental support to ensure the City remains compliant, efficient, and fully prepared to address emerging challenges.

To support the City's ongoing stormwater and environmental program needs, the following additional services may be required during the project:

1. **Evaluation of Stormwater-Related Issues:** Unforeseen stormwater challenges may arise as construction activities evolve or as weather conditions impact project areas. Additional support may be needed to assess, document, and recommend corrective actions for stormwater concerns.
2. **Assessment of Non-Stormwater Discharge Complaints:** The City may receive complaints regarding potential illicit discharges. Investigating these concerns promptly is essential for maintaining MS4 permit compliance and protecting water quality.
3. **Construction Site Compliance Evaluations:** Active construction sites require ongoing monitoring to ensure adherence to erosion and sediment control requirements. Additional inspections may be necessary during periods of increased activity or when compliance issues are identified.
4. **Supplemental Training for Program Elements:** Staff may require additional training to stay current with regulatory updates, best management practices, and new technologies. Providing supplemental training ensures consistent implementation of program requirements.

5. **Evaluation of Hardware and Software Solutions:** As data collection and reporting needs expand, the City may benefit from tools that streamline workflows and improve data accuracy. Additional support may be needed to evaluate and recommend hardware or software solutions that enhance efficiency and support permit compliance.
6. **Development of SOPs, Checklists, and Inspection Forms:** Standardized documentation is essential for consistency and regulatory defensibility. Additional services may include developing or refining standard operating procedures, checklists, and inspection forms for various program components.
7. **Assessment of Innovative Technologies:** Emerging technologies can assist in identifying construction trends, detecting potential non-stormwater discharges, monitoring sediment migration, and improving overall program performance. Evaluating these tools may require additional technical support.
8. **Inspection Support for Public Works and Public Services Projects:** Infrastructure repairs and maintenance activities often require environmental oversight and documentation. Additional assistance may be needed to perform and record inspections related to these activities.
9. **Support During EPA and/or ADEM Audits:** Regulatory audits require extensive preparation, documentation, and coordination. Additional services may be necessary to assist the City in gathering required materials, responding to inquiries, and ensuring full compliance during audits.

These potential additional services are intended to ensure that the City remains fully compliant with all applicable regulations while maintaining high standards of environmental stewardship and operational efficiency. As project conditions evolve, having the flexibility to incorporate these services will help safeguard the City's interests and support successful project outcomes.

Please feel free to contact me at 251.751.7487 if you would like to discuss these items further.

Respectfully,



Brian Morgan, PE
Project Manager

AMENDMENT TO CONTRACT

THIS Amendment to Contract is entered into on this ____ day of _____, 202__, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Michael Baker International, Inc., a for-profit corporation organized under the laws of the State of _____ ("Engineer").

RECITALS

WHEREAS, the Engineer and City entered into that certain contract for Municipal Separate Storm Sewer System "MS4" Stormwater Program permit management on February 11, 2025 ("Contract"), with a not-to-exceed amount of \$455,000, which includes \$5,000 in Additional Services.

WHEREAS, Section III of the Contract defines the Scope of Services to be performed by the Engineer. The parties now desire to amend the Contract to replace the original Scope of Services with an updated version for the 2026 program year.

WHEREAS, the updated Scope of Services reflects changes in regulatory requirements, program priorities, and organizational responsibilities, and is intended to support continued compliance with the City's National Pollutant Discharge Elimination System ("NPDES") MS4 permit.

WHEREAS, Section V(B) of the Contract previously authorized up to \$5,000 for Additional Services. The parties now desire to increase this amount to \$25,000 to accommodate expanded support needs.

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

1. Section V(B) of the Contract is amended to increase Additional Services from \$5,000 to \$25,000 to accommodate expanded support needs. The total aggregate compensation authorized under the Contract, inclusive of all renewal terms, shall not exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000), subject to annual appropriation.
2. In accordance with Section IV(A) the Contract, the term will continue for a second one-year term immediately consecutive to and upon expiration of the initial term, effective as of January 31, 2026, and may thereafter be extended for one additional consecutive one-year term only by mutual written amendment executed by the Mayor.
3. Engineer shall provide updated evidence of insurance meeting all requirements of the Contract prior to commencement of services under each extended term.
4. Except as modified hereby, all other terms and provisions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.

5. The City and the Engineer each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Engineer and the City respectively represent and warrant that he or she has the full and complete authority to bind Engineer and City, as the case may be, to this Amendment.
6. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Its Vice President (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Natalie Kent, a notary public in and for said County in said State, hereby certify that Jeffrey May, whose name as authorized agent, the Vice President of **Michael Baker International, Inc.**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 6th day of January, 2026.

Natalie Kent
Notary Public
My Commission Expires: 7/18/27

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis

Its: Mayor

ATTEST:

City Clerk

Exhibit A: Contractor Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/30/2025

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: American Guarantee & Liability Ins Co	26247
	INSURER B: Zurich American Ins Co	16535
	INSURER C: Allied World Surplus Lines Insurance Co	24319
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570115144093 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO419728104	08/30/2025	08/30/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 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 ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP 4197284-04	08/30/2025	08/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC053258207	08/30/2025	08/30/2026	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	N/A	WC419728204 AOS WC419728504 WI	08/30/2025	08/30/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2025	08/30/2026	Per Claim \$5,000,000 Aggregate \$5,000,000

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

RE: MB Project name: City of Mobile Stormwater Management (MS4) Program (FY 2025). City of Mobile, 205 Government Street, Mobile AL 36602 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation Policies. Should General Liability, Automobile Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. Pollution Liability coverage is included under the terms and conditions of the Professional Liability policy (Policy number 03124806 Per Claim \$5,000,000 Aggregate \$5,000,000)

CERTIFICATE HOLDER City of Mobile Alabama PO Box 1827 205 Government Street, 3rd Floor, South Tower Mobile AL 36633-1827 USA	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 <i>Aon Risk Services Central, Inc.</i>
---	---

Holder Identifier :

Certificate No : 570115144093



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ACORD 25 (2016/03)

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CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2026 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. The Consultant shall participate in meeting with regulatory agencies on an as need basis. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of approved DBE sub consultant(s) to assist with public education and public involvement activities;
2. Assist in developing brochures for target pollutant sources and target audiences;
3. Assist in organizing clean up events sponsored by City of Mobile;
4. Assist in outreach to target areas identified on litter hot spot maps; and/or
5. Provide other assistance as requested.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of approved DBE sub consultant(s) to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2026;
5. Initiate outfall location and screening to identify regulated outfalls in annexed areas in accordance with the Stormwater Management Program Plan (SWMPP);
6. Provide an outfall screening report for each major outfall screened; and/or,
7. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in identifying NPDES, TRI, high risk commercial facilities and Municipal facilities in annexed areas;
3. Assist in the evaluation and organization of information and data provided by NPDES facilities;
4. Review DMRs for NPDES permitted facilities;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2026 Scope of Services

5. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
6. Assist the City in evaluating industrial facilities;
7. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
8. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Evaluate impaired streams within the annexed areas to determine if modifications to the monitoring program is warranted.

Pollutant Source Evaluation

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

1. Structural controls;
2. Catch basin cleanings;
3. Litter trap;
4. Litter gitters;
5. Litter collection activities; and,
6. Sanitary sewer overflows (SSOs)

Training and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team may:

1. Retain the services of approved DBE sub consultant(s) to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Periodically review data and information collected throughout the year.
3. Perform internal audit support, as requested by the City, of the City's MS4 program to determine compliance status with the City's NPDES permit; and,
4. Evaluate pollution prevention and good housekeeping practices.



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2026 Scope of Services

MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2027. The Consultant shall assist the City in preparing the 2026 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2026 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2026 MS4 Annual Report shall be finalized and three (3) copies of the Final 2026 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

Post-Construction Program Support

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop and/or revise design, as-built, and inspection excel smart forms for BMPs used to address post-construction stormwater management;
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the City's post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the City's post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Evaluate inspections reported by others to determine accuracy and completeness of data.

Additional Services

Provide additional support assistance that may include but is not limited to the following:

1. Evaluate stormwater related issues or problems;
2. Evaluate non-stormwater discharge complaints;
3. Evaluate on-going constructions sites for compliance with the City's erosion and sediment control requirements;
4. Provide supplemental training required by various program elements;
5. Evaluate hardware and software solutions that streamline data collection workflows and facilitate organization data for permit compliance;
6. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements;
7. Evaluate innovative technologies that may be used to development trends, construction activities, suspect non stormwater discharges, sediment migration, etc.; and,



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2026 Scope of Services

8. Assist the City with performing/documenting site inspections of public works and public services infrastructure repairs.
9. Assist with EPA and/or ADEM audits as needed.



City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	325	\$ 220	\$ 71,500	
Engineer		\$ 140	\$ -	
Technician III	120	\$ 110	\$ 13,200	
Environmental Scientist / Technician I		\$ 105		
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ 3,000	
Subtotal	445			\$ 87,700

Public Education and Public Involvement

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	40	\$ 220	\$ 8,800	
Engineer		\$ 140	\$ -	
Technician III		\$ 110	\$ -	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ 2,000	
Subtotal	40			\$ 10,800

Illicit Discharge Detection and Elimination (IDDE)

Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	168	\$ 220	\$ 36,960	
Engineer	65	\$ 140	\$ 9,100	
Technician III	140	\$ 110	\$ 15,400	
Environmental Scientist / Technician I	200	\$ 105	\$ 21,000	
Clerical / Office Administrative Assistant	16	\$ 100	\$ 1,600	
Sub Consultants			\$ 2,500	
Subtotal	589			\$ 86,560

Industrial Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	24	\$ 220	\$ 5,280	
Engineer		\$ 140	\$ -	
Technician III	79	\$ 110	\$ 8,690	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ -	
Subtotal	103			\$ 13,970

Monitoring Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	60	\$ 220	\$ 13,200	
Engineer		\$ 140	\$ -	
Technician III	60	\$ 110	\$ 6,600	
Environmental Scientist / Technician I	120	\$ 105	\$ 12,600	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ 2,500	
Subtotal	240			\$ 34,900

Pollutant Source Evaluation

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	120	\$ 220	\$ 26,400	
Engineer		\$ 140	\$ -	
Technician III	52	\$ 110	\$ 5,720	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant	6	\$ 100	\$ 600	
Sub Consultants				
Subtotal	178			\$ 32,720



City of Mobile
MS4 Program Support
Exhibit 2 - Estimated Fees

Training and Data Review

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	130	\$ 220	\$ 28,600	
Engineer		\$ 140	\$ -	
Technician III	120	\$ 110	\$ 13,200	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant	22	\$ 100	\$ 2,200	
Sub Consultants			\$ 8,000	
Subtotal	272			\$ 52,000

MS4 Annual Report

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	220	\$ 220	\$ 48,400	
Engineer		\$ 140	\$ -	
Technician III	260	\$ 110	\$ 28,600	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant	81	\$ 100	\$ 8,100	
Sub Consultants			\$ 3,750	
Subtotal	561			\$ 88,850

Post Construction Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	95	\$ 220	\$ 20,900	
Engineer		\$ 140	\$ -	
Technician III	60	\$ 110	\$ 6,600	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ -	
Subtotal	155			\$ 27,500



SUMMARY

City of Mobile
MS4 Program Support
Exhibit 2 - Estimated Fees

Labor

Meetings and Support	\$	87,700	
Public Education and Public Involvement	\$	10,800	
Illicit Discharge Detection and Elimination (IDDE)	\$	86,560	
Program Support			
Industrial Program Support	\$	13,970	
Monitoring Program Support	\$	34,900	
Pollutant Source Evaluation	\$	32,720	
Training and Data Review	\$	52,000	
MS4 Annual Report	\$	88,850	
Post-Construction Program Support	\$	27,500	
Subtotal Labor			\$ 435,000

Expenses

Laboratory Testing	\$	7,000.00	
Mileage, Testing Supplies, Equipment Rental	\$	8,000.00	
Subtotal Expenses			\$ 15,000
Total			\$ 450,000



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. **Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.** Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. **When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive.** The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "**DBEs**": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "**Good Faith Effort**": The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

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

Section I. Information about your company

FORM 1: Background and Plan

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____
Total #of Employees	3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature:  Date: 11/10/2025

Title: Project 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: Brian Morgan Title: Project Manager

E-mail: Brian.Morgan@mbakerintl.com Phone: 251-341-3128



205 Government Street, 4th Floor

FORM 1: Background and Plan

RFP/R/Q/Bid # N/A Your Bid/Proposal Amount \$ N/A Date: 11 / 10 / 2025

Name of Bidder/Proposer: Michael Baker International, Inc.

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

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

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



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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

RESOLUTION

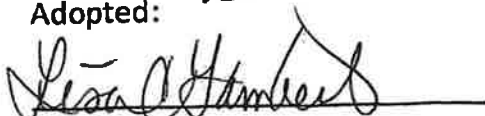
Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods and Gina Gregory

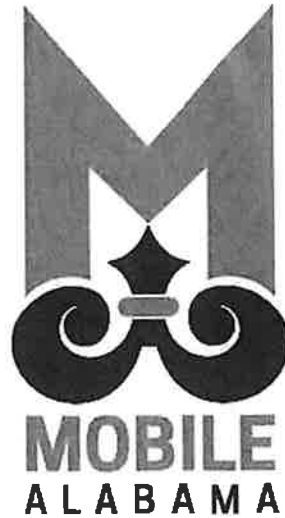
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined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

Name of Company: Michael Baker International, Inc.
Project Name: MS4, Storm Water Management Professional Services
(D1-7)
Project Cost: \$450,000.00

Adopted:

FEB 11 2025


City Clerk



**MS4, STORM WATER MANAGEMENT PROFESSIONAL
SERVICES**

PROJECT No. 2025-3005-17

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 11 day of February, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of helping municipalities administer their NPDES Municipal Separate Storm Sewer System ("MS4") permits and interface with the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ADEM- Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

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

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

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

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the CONTRACT.

PROJECT – MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with support and management services associated with compliance activities for the City's NPDES permit. (See Exhibit 1 for Scope of Services).

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control. ENGINEER's scope of service shall be amended if necessary due to an amendment to the CITY's NPDES Permit Storm Water Management Program Plan ("SWMPP"), ADEM rules and regulations and any other applicable change of law.

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of the progress at each meeting. These meetings shall continue until the end of this contract.

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

opined by the CITY ENGINEER, of any of ENGINEER's technical staff, inspectors, observers, engineers, or agents all acts by the ENGINEER, or ENGINEER's technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into ten (10) Tasks.

The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama.

A. Meetings and Support – TASK 1

The ENGINEER shall schedule and conduct Project Kickoff Meeting with the CITY ENGINEER and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the CITY ENGINEER until the end of the PROJECT.

To ensure proper implementation of the City's MS4 program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the CITY ENGINEER.

B. Public Education and Public Involvement – TASK 2

1. The ENGINEER shall assist the CITY ENGINEER with public education and public involvement activities;
2. The ENGINEER shall provide technical review of the updated content on webpage revisions;
3. The ENGINEER shall assist in developing technical content/additional brochures for target pollutant sources and target audiences.
4. The ENGINEER shall assist in organizing clean up events sponsored by the City of Mobile;
5. The ENGINEER shall assist in organizing community meetings in target areas;
6. The ENGINEER shall assist in outreach to target areas identified on litter hot spot maps;
7. The ENGINEER shall assist in developing a litter pilot program, in conjunction with new outreach materials; and/or
8. Provide other assistance as required, as directed by the CITY ENGINEER.

C. Illicit Discharge Detection and Elimination (IDDE) Program Support- TASK 3

1. The ENGINEER shall assist field screening activities;
2. If a suspect non-stormwater discharge is identified, the ENGINEER shall provide assistance as requested by the CITY ENGINEER to evaluate the non-stormwater discharge and to attempt to locate its source.
3. The ENGINEER shall collect and analyze samples of suspect non-stormwater discharges;
4. The ENGINEER shall screen major outfalls scheduled for screening in the City's Storm Water Management Plan (SWMP Plan);

5. The ENGINEER shall initiate location and screening of major outfalls in newly annexed areas in accordance with the City's Stormwater Management Plan (SWMP Plan).
6. The ENGINEER shall provide an outfall screening report for each major outfall screened; and/or
7. The ENGINEER shall provide supplemental training to City staff for outfall mapping and screening

D. Industrial Program Support- TASK 4

1. The ENGINEER shall assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial and municipal facilities;
2. The ENGINEER shall assist in the evaluation and organization of information and data provided by the NPDES facilities;
3. The ENGINEER shall assist in identifying NPDES, TRI, and high-risk commercial and Municipal facilities in newly annexed areas;
4. The ENGINEER shall assist the City with routine inspections of NPDES and TRI facilities and provide technical assistance of classification of high-risk commercial facilities;
5. The ENGINEER shall review DMRs for NPDES permitted facilities by ADEM;
6. If NPDES facility is non-compliant with its NPDES permit from ADEM, the ENGINEER shall assist the City in evaluating the NPDES facility; and
7. The ENGINEER shall assist the City in evaluating industrial facilities.

E. Monitoring Program Support- TASK 5

Wet-Weather Monitoring Program

1. The ENGINEER shall collect grab samples for the required testing parameters in the City's NPDES permit from ADEM semiannually at each of the three (3) monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. The ENGINEER shall collect grab samples from the required testing parameters in the City's Stormwater Management Plan (SWMP Plan) semiannually at each of the eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136

Newly Annexed Area Impaired Stream Evaluation

1. The ENGINEER shall assist in the evaluation of impaired streams within the newly annexed areas; and/or
2. If modifications to the monitoring program is necessary for the newly annexed area, the ENGINEER shall assist with modifications and organization as necessary.

F. Pollutant Source Evaluation- TASK 6

1. The ENGINEER shall evaluate pollutant sources and pollutant removal benefits by watershed associated with;
 - a. Structural Controls;
 - b. Catch basin cleanings;
 - c. Litter Trap;
 - d. Litter gitters;
 - e. Litter collection activities; and,
 - f. Sanitary Sewer Overflows (SSOs)

G. Training and Data Review- TASK 7

1. The ENGINEER shall assist with annual pollution prevention and good housekeeping training for City departments and staff as designated for training by the CITY ENGINEER;
2. The ENGINEER shall provide supplemental training required by various program elements, as requested by the CITY ENGINEER;
3. The ENGINEER shall develop standard operating procedures (SOPs), checklists, and inspection forms for program elements, as requested by the CITY ENGINEER; and,
4. The ENGINEER shall evaluate pollution prevention and housekeeping procedures and practices.

H. 2025 MS4 Annual Report- Task 8

1. Part IV of the City's NPDES Permits defines requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January. The ENGINEER shall assist the City in preparing the Next years MS4 Annual Report in accordance with the NPDES Permit requirements. The ENGINEER shall provide an electronic copy of a Draft MS4 Annual Report to the CITY ENGINEER for review and comment. Upon receipt of the written review comments from the CITY ENGINEER, the MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD, The ENGINEER SHALL SUBMIT THE MS4 Annual Report to ADEM via the electronic submittal system on behalf of the City, after approved by the CITY ENGINEER.
2. All reports documents, figures, Technical Memorandums, and list of asses prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
3. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the

- CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.
4. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon or incorporates into an electronic file, or other documents, plans, and specifications.

I. Storm Water Management Program Plan (SWMP Plan) Update- TASK 9

1. The ENGINEER shall update the Storm Water Management Program (SWMP) Plan to incorporate any changes implemented in newly annexed areas or that are implemented by the CITY ENGINEER or to incorporate any public comments received.

J. Post Construction Program Support- TASK 10

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. The ENGINEER shall provide support as rested by the CITY ENGINEER that may include;

1. The ENGINEER shall develop and/or revise design, as-built and inspection smart forms in Excel for Best Management Practices (BMPs) used to address post-construction stormwater management;
2. The ENGINEER shall assist with the review of qualifying new and redevelopment projects to determine if they meet the updated post-construction stormwater management requirements;
3. The ENGINEER shall assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the updated post-construction stormwater management requirements
4. The ENGINEER shall assist the CITY ENGINEER in maintaining an inventory of qualifying new and redevelopment projects; and
5. The ENGINEER shall evaluate inspections submitted for new and redeveloped projects accuracy and completeness of the data reported.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. This agreement shall have an effective date as set forth above and shall remain in effect until January 31st 2026, and renew for up to two additional one-year periods upon the written request of the City. Upon each renewal, the parties will assess the capacity of the City to assume additional responsibility for management of its MS4 program and will reduce the

Consultant's Scope of Work as appropriate without jeopardizing the City's ability to comply with the requirements of its NPDES permit for its MS4. The price of the contract for a renewal period may be decreased by agreement of the parties to appropriately represent the shift, if any, in the Scope of the Work from the ENGINEER to the City

2. The CITY may terminate this Agreement for any reason with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination all finished unfinished documents, data, studies, surveys, drawing, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspend the PROJECT for more than ninety (90) consecutive days, the ENGINEER, may terminate this CONTRACT by giving thirty (30) days written notice.
3. The CITY and the ENGINEER each binds its, its successors, and assigns, to the other part of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or license of any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at the CITY's discretion.
4. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the term of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineers Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit 3 and as authorized by the CITY as follow;

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in

Section III. A-J of this CONTRACT shall not exceed \$450,000.00 (Four Hundred Fifty Thousand Dollars and Zero Cents), inclusive of direct costs or expenses outlined on Exhibit 4.

- b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

B. ADDITIONAL SERVICES

- a. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed \$5,000.00 (Five Thousand Dollars and no cents).
- b. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY. The CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$455,000.00 (Four Hundred Fifty-five Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER 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.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability,

Comprehensive General Liability, and Automobile Liability.

- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.
2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.
3. 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.
4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is **Capital**. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. 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.

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: William S. Stimpson
William S. Stimpson
Mayor

ATTEST:

By: Lisa C. Lambert
Lisa C. Lambert
City Clerk
Print: Lisa C. Lambert



MICHAEL BAKER INTERNATIONAL, INC.

By: Jeffrey D. May
Print: Jeffrey D. May
Its: Vice President

Address: 11 North Water Street, 14250

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Natalie A. Kent, a Notary Public in and for said State and County, hereby
certify that Jeffrey D. May, whose name as Vice President of
MICHAEL BAKER INTERNATIONAL INC. is signed to the foregoing conveyance and who are
known to me acknowledged before me on this day, that, being informed of these contents of the
conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 16th day of January, 2025
Natalie A. Kent
NOTARY PUBLIC

My Commission Expires: 7/18/27

EXHIBIT 1: SCOPE OF SERVICES



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of approved DBE sub consultant(s) to assist with public education and public involvement activities;
2. Provide technical assistance on webpage revisions;
3. Assist in developing brochures for target pollutant sources and target audiences;
4. Assist in organizing clean up events sponsored by City of Mobile;
5. Assist in organizing community meetings in target areas;
6. Assist in outreach to target areas identified on litter hot spot maps;
7. Assist in developing a litter pilot program; and/or,
8. Provide other assistance as requested.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of approved DBE sub consultant(s) to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2025;
5. Initiate outfall location and screening to identify regulated outfalls in annexed areas in accordance with the Stormwater Management Program Plan (SWMPP);
6. Provide an outfall screening report for each major outfall screened; and/or,
7. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in identifying NPDES, TRI, high risk commercial facilities and Municipal facilities in annexed areas;
3. Assist in the evaluation and organization of information and data provided by NPDES facilities;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

4. Review DMRs for NPDES permitted facilities;
5. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
6. Assist the City in evaluating industrial facilities;
7. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
8. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Evaluate impaired streams within the annexed areas to determine if modifications to the monitoring program is warranted.

Pollutant Source Evaluation

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

1. Structural controls;
2. Catch basin cleanings;
3. Litter trap;
4. Litter gitters;
5. Litter collection activities; and,
6. Sanitary sewer overflows (SSOs)

Training and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team may:

1. Retain the services of approved DBE sub consultant(s) to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Periodically review data and information collected throughout the year.
3. Perform internal audit support, as requested by the City, of the City's MS4 program to determine compliance status with the City's NPDES permit;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

4. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements, as requested by the City; and,
5. Evaluate pollution prevention and good housekeeping practices.

MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2024. The Consultant shall assist the City in preparing the 2025 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2025 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2025 MS4 Annual Report shall be finalized and three (3) copies of the Final 2025 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

SWMP Plan Update

As program components are implemented in the newly annexed areas, update the SWMP plan to incorporate the program components implemented.

Post-Construction Program Support

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop and/or revise design, as-built, and inspection excel smart forms for BMPs used to address post-construction stormwater management;
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the City's post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the City's post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Evaluate inspections reported by others to determine accuracy and completeness of data.

Additional Services

Provide additional support assistance that may include but is not limited to the following:

1. Evaluate stormwater related issues or problems;
2. Evaluate non-stormwater discharge complaints;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

3. Evaluate on-going constructions sites for compliance with the City's erosion and sediment control requirements;
4. Provide supplemental training required by various program elements;
5. Evaluate hardware and software solutions that streamline data collection workflows and facilitate organization data for permit compliance;
6. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements;
7. Evaluate innovative technologies that may be used to development trends, construction activities, suspect non stormwater discharges, sediment migration, etc.; and,
8. Assist the City with performing/documenting site inspections of public works and public services infrastructure repairs.
9. Assist with a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers;

EXHIBIT 2: PROJECT ESTIMATE

PROJECT- MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST- Total fees to be paid to the ENGINEER shall not exceed \$450,000.00 [**Four Hundred Fifty Thousand Dollars and Zero Cents**] unless authorized by the CITY.

CITY DISTRICT: Districts 1, 2, 3, 4, 5, 6, 7



SUMMARY

City of Mobile
MS4 Program Support
Exhibit 2 - Estimated Fees

Labor

Meetings and Support	\$	73,630	
Public Education and Public Involvement	\$	25,000	
Illicit Discharge Detection and Elimination (IDDE)	\$	86,820	
Program Support			
Industrial Program Support	\$	11,900	
Monitoring Program Support	\$	38,900	
Pollutant Source Evaluation	\$	27,000	
Training and Data Review	\$	50,000	
MS4 Annual Report	\$	76,500	
SWMP Plan Update	\$	16,500	
Post-Construction Program Support	\$	28,750	
Subtotal Labor			\$ 435,000

Expenses

Laboratory Testing	\$	7,000.00	
Mileage, Testing Supplies, Equipment Rental	\$	8,000.00	
Subtotal Expenses			\$ 15,000
Total			\$ 450,000



City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	285	\$ 210	\$ 59,850	
Engineer		\$ 140	\$ -	
Technician III	98	\$ 110	\$ 10,780	
Environmental Scientist / Technician I		\$ 105		
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ 3,000	
Subtotal	383			\$ 73,630

Public Education and Public Involvement

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	100	\$ 210	\$ 21,000	
Engineer		\$ 140	\$ -	
Technician III		\$ 110	\$ -	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ 4,000	
Subtotal	100			\$ 25,000

Illicit Discharge Detection and Elimination (IDDE)

Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	160	\$ 210	\$ 33,600	
Engineer	67	\$ 140	\$ 9,380	
Technician III	140	\$ 110	\$ 15,400	
Environmental Scientist / Technician I	208	\$ 105	\$ 21,840	
Clerical / Office Administrative Assistant	16	\$ 100	\$ 1,600	
Sub Consultants			\$ 5,000	
Subtotal	591			\$ 86,820

Industrial Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	20	\$ 210	\$ 4,200	
Engineer		\$ 140	\$ -	
Technician III	70	\$ 110	\$ 7,700	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ -	
Subtotal	90			\$ 11,900

Monitoring Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	80	\$ 210	\$ 16,800	
Engineer		\$ 140	\$ -	
Technician III	50	\$ 110	\$ 5,500	
Environmental Scientist / Technician I	120	\$ 105	\$ 12,600	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ 4,000	
Subtotal	250			\$ 38,900

Pollutant Source Evaluation

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	80	\$ 210	\$ 16,800	
Engineer		\$ 140	\$ -	
Technician III	60	\$ 110	\$ 6,600	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant	6	\$ 100	\$ 600	
Sub Consultants			\$ 3,000	
Subtotal	146			\$ 27,000



City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Training and Data Review

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	130	\$ 210	\$ 27,300	
Engineer		\$ 140	\$ -	
Technician III	120	\$ 110	\$ 13,200	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant	20	\$ 100	\$ 2,000	
Sub Consultants			\$ 7,500	
Subtotal	270			\$ 50,000

2024 MS4 Annual Report

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	200	\$ 210	\$ 42,000	
Engineer		\$ 140	\$ -	
Technician III	240	\$ 110	\$ 26,400	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant	81	\$ 100	\$ 8,100	
Sub Consultants			\$ -	
Subtotal	521			\$ 76,500

SWMP Plan Update

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	55	\$ 210	\$ 11,550	
Engineer		\$ 140	\$ -	
Technician III	45	\$ 110	\$ 4,950	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ -	
Subtotal	100			\$ 16,500

Post Construction Program Support

	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	95	\$ 210	\$ 19,950	
Engineer		\$ 140	\$ -	
Technician III	80	\$ 110	\$ 8,800	
Environmental Scientist / Technician I		\$ 105	\$ -	
Clerical / Office Administrative Assistant		\$ 100	\$ -	
Sub Consultants			\$ -	
Subtotal	175			\$ 28,750

EXHIBIT 3: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
2025 SCHEDULE OF FEES
FY25 MS4 Program

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Project Manager	\$ 210.00
Engineer	\$ 140.00
Technician III	\$ 110.00
Environmental Scientist/Technician I	\$ 105.00
Clerical / Office Administrative Assistant	\$ 100.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of \$ 0.70 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until January 31, 2026.

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1.....	\$73,630.00
Task 2.....	\$25,000.00
Task 3.....	\$86,820.00
Task 4.....	\$11,900.00
Task 5.....	\$38,900.00
Task 6.....	\$27,000.00
Task 7.....	\$50,000.00
Task 8.....	\$76,500.00
Task 9.....	\$16,500.00
Task 10.....	\$28,750.00
Expenses.....	\$15,000.00

<u>Base Contract Amount</u>	<u>\$ 450,000.000</u>
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Additional Services (If requested in writing by the City Engineer)\$ 5,000.00

<u>Total Contract Amount including Additional Services</u>	<u>\$ 455,000.00</u>
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EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT 6: INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/07/2025

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C No, Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER C: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER D: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Allied World Surplus Lines Insurance Co	24319	INSURER C: Zurich American Ins Co	16535	INSURER D: American Guarantee & Liability Ins Co	26247	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: XL Insurance America Inc	24554														
INSURER B: Allied World Surplus Lines Insurance Co	24319														
INSURER C: Zurich American Ins Co	16535														
INSURER D: American Guarantee & Liability Ins Co	26247														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570110386356 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		GLO419728103	08/30/2024	08/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR/Deductible \$250,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BAP 4197284 03	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$100,000
D	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION		AUC053258206 SIR applies per policy terms & conditions	08/30/2024	08/30/2025	EACH OCCURRENCE \$2,000,000 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/A	WC419728203 AOS WC419728503 WI	08/30/2024	08/30/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O - Professional Liability - Primary		03124806 Claims Made SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Per Claim \$1,000,000 Aggregate \$5,000,000 SIR/Deductible \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: M8 Project name: City of Mobile Stormwater Management (MS4) Program (FY 2025). City of Mobile, 205 Government Street, Mobile AL 36602 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers' Compensation Policies. Should General Liability, Automobile Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile Alabama PO Box 1827 205 Government Street, 3rd Floor, South Tower Mobile AL 36633-1827 USA	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 <i>Aon Risk Services Central Inc</i>
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AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570110370747			
CARRIER See Certificate Number: 570110370747	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

**EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT**



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

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

Section I. Information about your company

FORM 1: Background and Plan

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____
	Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature:  Date: 1/16/2025

Title: Project 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: Brian Morgan Title: Project Manager

E-mail: Brian.Morgan@mbakerintl.com Phone: 251-341-3128

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # N/A Your Bid/Proposal Amount \$ N/A Date: 1 / 16 / 2025

Description	City of Mobile Storm Water Management
-------------	---------------------------------------

Name of Bidder/Proposer: Michael Baker International, Inc.

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

[illegible]

% of contract amount minus expenses.



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

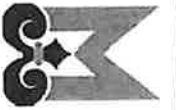
Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

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

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



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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D May (affiant) who,
being duly sworn says as follows:

Vice President/CEO of Michael Baker International, Inc (MBI)

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
Vice President for MBI 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 MBI is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: 19959.

VP
CEO of Michael Baker International, Inc

Sworn to and subscribed before me this the 16th day of January, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Brenna R. Hewett





AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims: Bert Jones

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement B Jones

REVIEWERS:

Tiereney Leverette

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Bert Jones, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Skylar G. White is appointed to the Mobile City County Youth Council
effective immediately.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **21 BRUCEWOOD DRIVE WEST** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **21 BRUCEWOOD DRIVE WEST** described as:

LOT 42 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W
#MP23 07 35 1 000

Parcel Number: 23 07 35 1 000 055

**Last Assessed to: OVERCOMING CHURCH OF PENTECOSTAL
C/O OVERCOMING CHURCH OF GOD PENTECOSTAL INC**

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 20, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 27, 2026**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **21 BRUCEWOOD DRIVE WEST**. OWNED BY OR MAY HAVE AN INTEREST: **OVERCOMING CHURCH OF PENTECOSTAL**

C/O OVERCOMING CHURCH OF GOD PENTECOSTAL INC IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 23 07 35 1 000 055

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 42 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23 07 35 1 000

GJ/md



City of Mobile
Blight Survey 2025

Report Date: Tuesday, May 13, 2025

Property Address

21 BRUCEWOOD DR W

Property Details

PARCEL KEY#	00325936	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	X
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	X
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE	4/15/2025	COMMENTS	

Property Score

SCORE ~~33~~ 76 G SCORE DESCRIPTION ~~Stabilize~~ Demolition

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7-9-25
Voted 4 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/02/2025

Property Address: 21 Brucewood Drive West

District No: 1

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

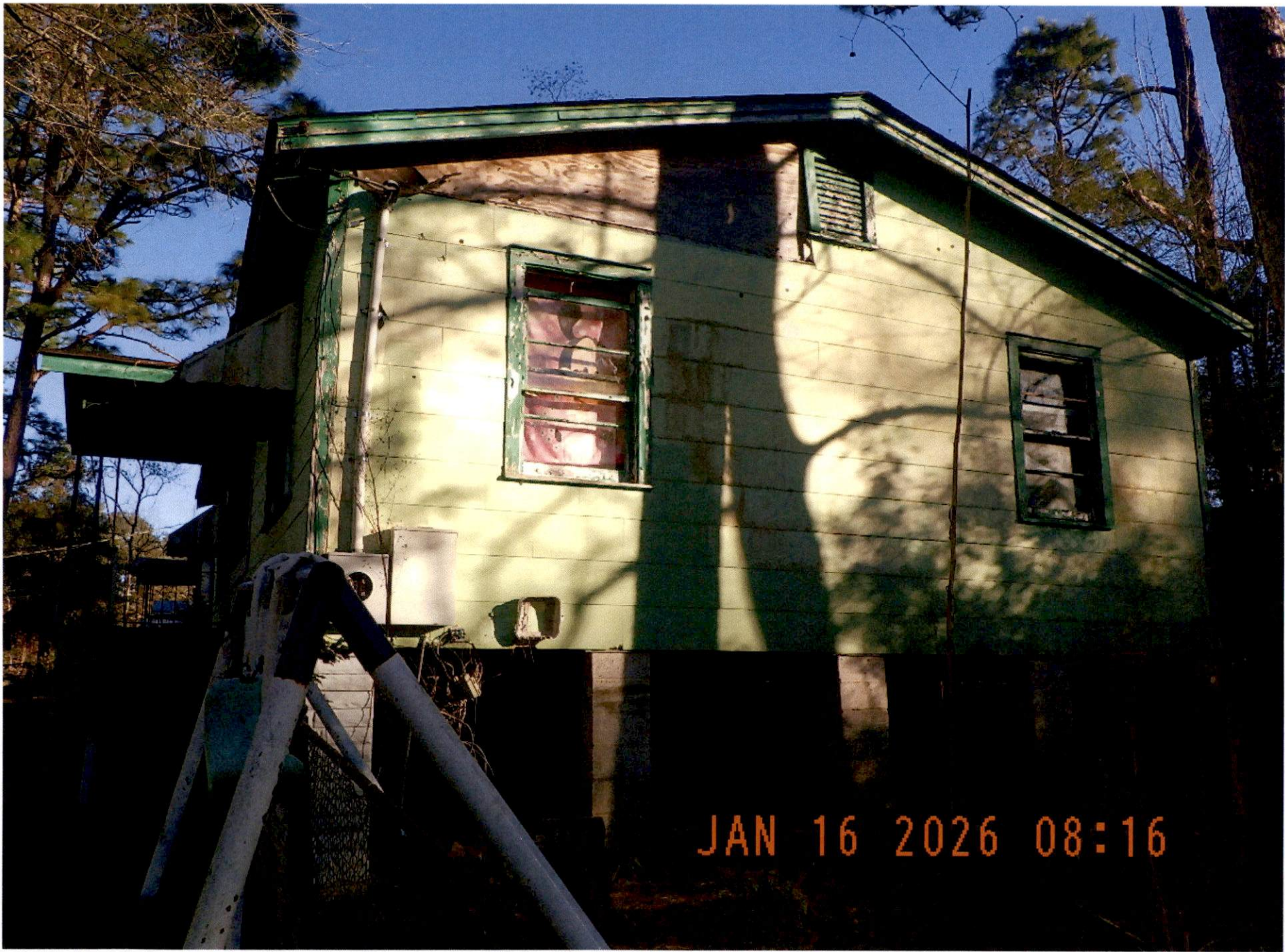












Affidavit of Mailed Notice



January 20, 2026

State of Alabama
County of Mobile

Subject Property – 21 Brucewood Drive West.

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

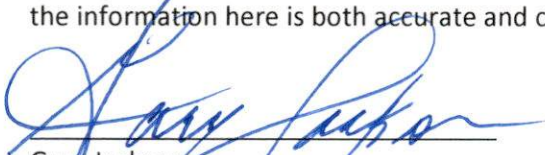
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 8 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Owner
21 Brucewood Drive West
Mobile AL 36613

December 10, 2025

RE: 21 Brucewood Drive West
Project Number: ME-038-25

Dear Owner:

On December 2, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 21 Brucewood Drive West.

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

LOT 42 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23
07 35 1 000

Parcel Number: 23 07 35 1 000 055

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **January 24, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 24, 2026**, provide the Code Official with a work plan to accomplish the repairs by **January 24, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 24, 2026**, which is 45 days from the date of this NOTICE.

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

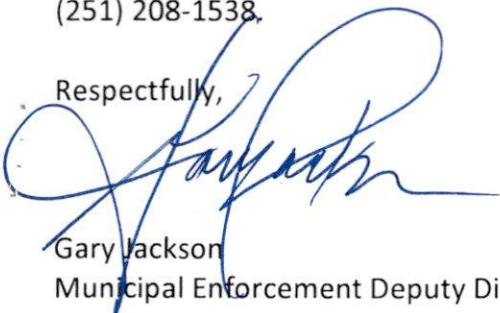
- IV. **NOTICE** is hereby given that on January 27, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 21 Brucewood Dr West

Date: September 17, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 17, 2025

Per the Title Report, the owner is: Overcoming Church of God Pentecostal, Inc., by Tax Deed from Andrew D. Smith for delinquent taxes dated 7/23/2021.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Owner 21 Brucewood Dr W Mobile AL 36613	Location/subject address
2 Overcoming Church of God Pentecostal, Inc. PO Box 852 Mobile AL 36601	Owner per Tax Deed – Address from Tax Deed dated 9/12/2025, instrument number 2025055713. Revenue Commission Website mailing address good 2018 - 2023
3 Overcoming Hunger Food Pantry 2837 Bear Fork Rd Eight Mile AL 36613-3953	Revenue Commission Website mailing address good 2024 - 2026
4 Overcoming Hunger Food Pantry c/o Willie Niles 4071 Fox Creek Dr W Eight Mile AL 36613	Incorporator of business listed on Articles of Incorporation for owner/business
5 Overcoming Hunger Food Pantry c/o Lula Niles, Willie Niles and Lucile Niles 1306 N Dr Martin L King Jr Dr Prichard AL 36610	Vice president and Secretary of owner/business – Address listed on Articles of Incorporation by the preparer. Secretary of Alabama website mailing address.
6 Overcoming Hunger Food Pantry 1302 N Dr Martin L King Jr Dr Prichard AL 36610	Change of address listed on Articles amendment

7 Overcoming Hunger Food
Pantry, Inc
PO Box 716
Mobile AL 36601

Name changed to this owner per instrument
number 2020072261 amendment to articles of
incorporation

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

8 America's First Federal Credit
Union
c/o James Ross Markham, Sr.
PO Box 360345
Birmingham AL 35236

America's First Federal Credit Union vs Andrew S.
Smith, filed 10/12/2022, recorded 2/6/2023,
instrument number 2023005754.

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **301 UNION AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **301 UNION AVENUE** described as:

**S 90 FT OF LOT 26 BLK L NEESES ADD TO CRICHTON MBK 4
P 168 BEG AT NW INTERSECT OF UNION AVE & FREDERICK
ST & RUN THEN NLY ALG W/L OF UNION AVE 90 FT TO PT
THEN WLY & PAR WITH FREDERICK ST 55.4 FT TO W/L OF
SAID LOT 26 THEN SLY ALG W/L OF LOT 26, 90 FT TO N/L OF
FREDERICK ST THEN ELY ALG N/L OF FREDERICK ST 55.4 FT
TO PT OF BEG 1/2 INT - BANK, MERCH NATL OF MOBILE AS
TR FOR FRIEDLANDER GREGORY M ETAL (003.001) #SEC 18
T4S R1W #MP29 08 18 1 002**

Parcel Number: 29 08 18 1 002 003

Last Assessed to: NEW PRAISE IN GLORY CHURCH

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 20, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 27, 2026**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **301 UNION AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **NEW PRAISE IN GLORY CHURCH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 1 002 003

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: S 90 FT OF LOT 26 BLK L NEESES ADD TO CRICHTON MBK 4 P 168 BEG AT NW INTERSECT OF UNION AVE & FREDERICK ST & RUN THEN NLY ALG W/L OF UNION AVE 90 FT TO PT THEN WLY & PAR WITH FREDERICK ST 55.4 FT TO W/L OF SAID LOT 26 THEN SLY ALG W/L OF LOT 26, 90 FT TO N/L OF FREDERICK ST THEN ELY ALG N/L OF FREDERICK ST 55.4 FT TO PT OF BEG 1/2 INT - BANK, MERCH NATL OF MOBILE AS TR FOR FRIEDLANDER GREGORY M ETAL (003.001) #SEC 18 T4S R1W #MP29 08 18 1 002

GJ/md



City of Mobile
Blight Survey 2025

Report Date: Tuesday, May 13, 2025

Property Address

301 UNION AVE

Property Details

PARCEL KEYX	00838525	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMROMISED	Y
SURVEY DATE	4/15/2025	COMMENTS	

Property Score

SCORE ~~39~~ 84 a SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-16-25

Noted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/01/2025

Property Address: 301 Union Avenue **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
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- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















Affidavit of Mailed Notice



January 20, 2026

State of Alabama
County of Mobile

Subject Property – 301 Union Avenue.

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

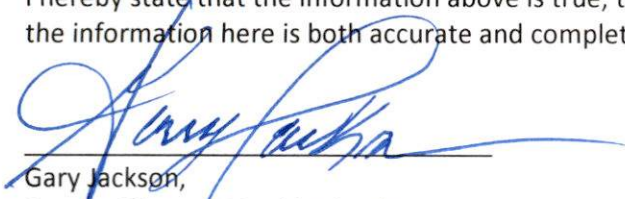
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



New Praise in Glory Church
301 Union Avenue
Mobile AL 36607-1525

December 10, 2025

**RE: 301 Union Avenue
Project Number: ME-037-25**

Dear New Praise in Glory Church:

On December 2, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 301 Union Avenue.

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

**S 90 FT OF LOT 26 BLK L NEESES ADD TO CRICHTON MBK 4 P 168
BEG AT NW INTERSECT OF UNION AVE & FREDERICK ST & RUN
THEN NLY ALG W/L OF UNION AVE 90 FT TO PT THEN WLY & PAR
WITH FREDERICK ST 55.4 FT TO W/L OF SAID LOT 26 THEN SLY ALG
W/L OF LOT 26, 90 FT TO N/L OF FREDERICK ST THEN ELY ALG N/L
OF FREDERICK ST 55.4 FT TO PT OF BEG 1/2 INT - BANK, MERCH
NATL OF MOBILE AS TR FOR FRIEDLANDER GREGORY M ETAL
(003.001) #SEC 18 T4S R1W #MP29 08 18 1 002**

Parcel Number: 29 08 18 1 002 003

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **January 24, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 24, 2026**, provide the Code Official with a work plan to accomplish the repairs by **January 24, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 24, 2026**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **January 27, 2026 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 301 Union Avenue

Date: September 15, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 12, 2025

Per the Title Report, the owner is: New Praise in Glory Church

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | New Praise in Glory Church
301 Union Ave
Mobile AL 36607-1525 | Subject/location address – Owner |
| 2 | New Praise in Glory Church
306 Union Ave
Mobile AL 36607-1526 | LexisNexis address good 5/11/2025 – Revenue
Commission website address |
| 3 | New Praise in Glory Church
c/o Tony Carroll
Konda Carroll
5901 Saint Gallen Ave S
Mobile AL 36608-3639 | Registered Agent per Secretary of Alabama
website – Director is Konda Carroll also. Phone
numbers are 251-509-6509, 251-509-6511 and
251-215-9135 good 2025 |
| 4 | New Praise in Glory Church
c/o Rosco Scott &
Beulah Scott
4242 Everett Rd
Eight Mile AL 36613-3409 | Director per Secretary of Alabama website –
LexisNexis address good 7/2025 – Phone numbers
are 251-377-0857 and 251-709-1134. |
| 5 | New Praise in Glory Church
c/o Rosco Scott &
Beulah Scott
PO Box 13775
Mobile AL 36663-0775 | LexisNexis address good 2025 |
| 6 | New Praise in Glory Church
c/o Beulah Scott
4759 Westland Rd
Mobile AL 36613-3829 | LexisNexis address good 5/2025 |

TAX STATUS: 2024 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **957 LYONS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **957 LYONS STREET** described as:

LOT 1 GREATER UNION BAPTIST CHURCH S/D MBK 98/8
#SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 296

Last Assessed to: GREATER UNION BAPTIST CHURCH

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 20, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 27, 2026**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **957 LYONS STREET**. OWNED BY OR MAY HAVE AN INTEREST: **GREATER UNION BAPTIST CHURCH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 296

COUNCIL DISTRICT 2 – SAMANTHA INGRAM

LEGAL DESCRIPTION: LOT 1 GREATER UNION BAPTIST CHURCH S/D MBK 98/8 #SEC 40 T4S R1W #MP29 06 40 0 004

GJ/md



City of Mobile
Blight Survey 2025

Report Date: Tuesday, May 13, 2025

Property Address

957 LYONS ST # A

Property Details

PARCEL KEYX	00742904	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	Y
SURVEY DATE	4/15/2025	COMMENTS	

Property Score

SCORE	38 / 65	SCORE DISCRIPTION	Review Committee
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-16-25

Notes 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/01/2025

Property Address: 957 Lyons Street

District No: 2

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





















Affidavit of Mailed Notice



January 20, 2026

State of Alabama
County of Mobile

Subject Property – 957 Lyons Street.

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

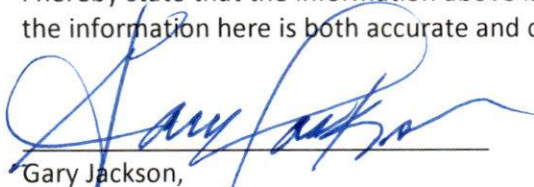
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Greater Union Baptist Church
957 Lyons Street
Mobile AL 36603-5944

December 10, 2025

RE: 957 Lyons Street
Project Number: ME-034-25

Dear Greater Union Baptist Church:

On December 1, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 957 Lyons Street.

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

LOT 1 GREATER UNION BAPTIST CHURCH S/D MBK 98/8 #SEC 40
T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 296

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **January 24, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 24, 2026**, provide the Code Official with a work plan to accomplish the repairs by **January 24, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 24, 2026**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on January 27, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 957 Lyons Street Date: September 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2025

Per the Title Report, the owner is: Greater Union Baptist Church

Notes: All the Secretary of Alabama incorporators and registered agents are deceased or over 90 years of age. The church is still holding service per FaceBook posts.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Greater Union Baptist Church
957 Lyons St
Mobile AL 36603-5944 | Subject/location address |
| 2 | Greater Union Baptist Church
961 Lyons St
Mobile AL 36603-5944 | Secondary address – actual church address –
Phone number 251-433-2059 |

TAX STATUS: EXEMPT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1052 PERSIMMON STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1052 PERSIMMON STREET** described as:

**S 1/2 OF LOT 7 BLK 31 FISHER TRT DBK 22 PG 332 #SEC 13
T4S R1W #MP29 06 13 0 002**

Parcel Number: 29 06 13 0 002 064

Last Assessed to: SHOWERS WILLIAM & LILLIAN C/O ALVIN SHOWERS

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 20, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 27, 2026**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1052 PERSIMMON STREET**. OWNED BY OR MAY HAVE AN INTEREST: **SHOWERS WILLIAM & LILLIAN C/O ALVIN SHOWERS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 064

COUNCIL DISTRICT 2 – SAMANTHA INGRAM

**LEGAL DESCRIPTION: S 1/2 OF LOT 7 BLK 31 FISHER TRT DBK 22 PG 332 #SEC 13 T4S R1W
#MP29 06 13 0 002**

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1052 PERSIMMON ST

Property Details

PARCEL KEYX	00717362	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2-9-24

Noted H-a / for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/01/2025

Property Address: 1052 Persimmon Street

District No: 2

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



















Affidavit of Mailed Notice



January 20, 2026

State of Alabama
County of Mobile

Subject Property – 1052 Persimmon Street.

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

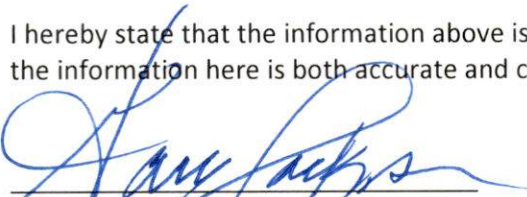
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **24** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Kenneth Showers
Annette Showers
1052 Persimmon Street
Mobile AL 36603-5732

December 10, 2025

RE: 1052 Persimmon Street
Project Number: ME-130-24

Dear Kenneth Showers, Annette Showers:

On December 2, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1052 Persimmon Street.

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

S 1/2 OF LOT 7 BLK 31 FISHER TRT DBK 22 PG 332 #SEC 13 T4S R1W
#MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 064

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **January 24, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 24, 2026**, provide the Code Official with a work plan to accomplish the repairs by **January 24, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 24, 2026**, which is 45 days from the date of this NOTICE.

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

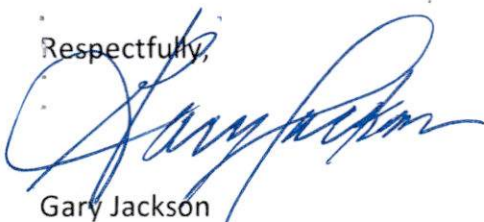
- IV. **NOTICE** is hereby given that on January 27, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1052 and 1052 ½ Persimmon Street

Date: December 13, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 3, 2024

Per the Title Report, the owner is: Last Deed of record is to Sarah Ann Kelsaw

Notes: On March 18, 1931, a judgement was rendered in favor of Willie Showers decreeing him possession of the property as an heir of Sarah Ann Starks. There are two parcels involved with this property. Same owners own both parcels. Key 717362 and key 717371.

There are several heirs of the property that are over 70 years old. Due to so many heirs I did not list extra relatives due to age.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Kenneth Showers
Annette Showers
1052 Persimmon St
Mobile AL 36603-5732 | Location/subject address – Lexisnexus address good 11/2024 – phone numbers are 251-422-1935 and 251-786-5719, 251-422-2136, 251-432-5719 good 2024 good 2024 |
| 2 | William Showers, II
6650 Cottage Hill Rd Apt 106
Mobile AL 36695-3785 | Heir – Lexisnexus address good 8/2024 – Phone 334-473-5771, 251-209-4521, 251-648-5222 and 251-343-8213 good 2024 – Paid property taxes 2011. |
| 3 | William Showers, II
6408 Brindlewood Ct
Mobile AL 36608-3837 | Lexisnexus address good 7/2024 |
| 3 | Alfred Showers
2004 Oakchase Ct Apt 3
Mobile AL 36609-2755 | Heir – Lexisnexus address good 11/2024 |
| 4 | Joyce Showers
6725 Zeigler Blvd Apt 37
Mobile AL 36608-5673 | Heir – Lexisnexus address good 9/2024 – Phone number 251-304-8999 good 2024 |

- 5 Anita Pierce
351 Congress St
Mobile AL 36603-6431
Her – Lexisnexus address good 11/2024 – Phone number is 251-648-7853 good 2024
- 6 Anita Pierce
2404 Yerby Dr
Mobile AL 36617-2317
Lexisnexus address good 3/2023
- 7 Michael Showers
2928 Quail Creek Run
Mobile AL 36695-3139
Heir – Lexisnexus address good 11/2024 phone numbers are 251-209-6957, 251-786-5139 and 931-216-0143 good 2024
- 8 Reginald Showers
2662 Baldwin Brook Dr
Montgomery AL 36116-3107
Heir – Lexisnexus address good 11/2024 – Phone numbers are 334-288-9592, 251-753-7965, 334-538-7541 good 2024
- 9 Sheila Showers
Alexander Showers
102 Beechtree Dr
Black Mountain NC 28711-3605
Heirs – Lexisnexus address good 9/2024 – Phone number 828-669-5481
- 10 Kisha Showers
2100 Finley St Ste 210
Greensboro NC 27406-3337
Heir – Lexisnexus address good 9/2024
- 11 Bruce Showers
2919 S Sherwood Dr
Mobile AL 36606-2417
Heir – Lexisnexus address good 3/2024 – phone number 251-518-1209 good 2024
- 12 Alvin Showers
9180 Valley View Dr
Unit 2
Mobile AL 36695-9369
Heir – Lexisnexus address good 9/2024 – Phone number 251-463-6122, 251-404-8451 good 2024 – Paid property taxes 2008, 2009, 2017 - 2023
- 13 Joseph Hollins
James Hollins
John Hollins
2300 Roberta Dr
Mobile AL 36617-2566
Heirs – Lexisnexus address good 9/2024 – phone number 251-473-3958
- 14 Marilyn Showers Massey
1904 Division St Unit 2
Mobile AL 36617-2805
Heir – Lexisnexus address good 9/2024 – Phone number 251-456-4837 good 12/2024

- | | | |
|----|--|--|
| 15 | Melvin Joseph Showers, Jr.
6975 Whispering Oaks
McKinney Tx 75071-4024 | Heir – Lexisnexus address good 9/2024 |
| | | |
| 16 | Ronald Showers
7620 Sequoia Dr N
Mobile AL 36695-2808 | Heir – Lexisnexus address good 12/2024 – phone numbers are 251-508-1601, 251-508-2562, 251-391-0487 and 251-408-9868 good 2024 |
| | | |
| 17 | Roselyn Showers Wilson
7171 Wayside Dr
New Orleans LA 70128-2531 | Heir – Lexisnexus address good 11/2024 – Phone number 251-287-2535, 251-661-5172 and 504-450-2305 good 2024 |
| | | |
| 18 | Roselyn Showers Wilson
2201 Dickens St Apt D
Mobile AL 36617-3835 | Lexisnexus address good 12/2024 |
| | | |
| 19 | Roselyn Showers Wilson
656 Azalea Rd Apt 122
Mobile AL 36609-1532 | Lexisnexus address good 12/2024 |
| | | |
| 20 | Lillian Showers Riley
14 Cardinal Ct
Kendall Park NJ 08824-1401 | Heir – Lexisnexus address good 9/2024 – phone numbers 732-619-9191 and 732-979-9026 and 732-202-5649 good 2024 |
| | | |
| 21 | Paulette Showers
621 Monday St
Mobile AL 36603-6066 | Heir – Lexisnexus address good 8/2024 – phone number 251-463-8755, 251-478-8461 good 2024 |
| | | |
| 22 | Paulette Showers
1755 S Maryvale St
Mobile AL 36605-2144 | Lexisnexus address good 9/2024 |
| | | |
| 23 | Carolyn Kelly
702 Leyte PL
Oxon Hill MD 20745-1707 | Heir – Oldest child of William Showers, Jr. – LexisNexus address good 12/2024 – Phone number 301-922-0096 and 301-567-1968 good 2024 |

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

Parties with recorded liens per Title Report:

24 Discover Bank
c/o John Harrington Nathan
PO Box 1715
Birmingham AL 35201

Discover Bank vs Joseph Hollins, filed 10/5/2021,
recorded 12/10/2021, instrument number
2021081298.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs WM & Lillian Showers, filed 9/10/2024, recorded
10/10/2024, instrument number 2024064815.

Lis Pendens – City of Mobile vs William & Lillian Showers, filed 9/10/2024, recorded
10/10/2024, instrument number 2024064814.

RESOLUTION

Sponsored by: Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **4720 OXFORD DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4720 OXFORD DRIVE** described as:

**LOT 4 BLK 1 RESUB OF LOTS 25 26 27 28 FOREST HILL SUB
MBK 3 PGS 483 & 484 #SEC 11 T4S R2W #MP28 01 11 2 001**

Parcel Number: 29 08 18 1 002 003

Last Assessed to: DRAGO CHRISTOPHER F &

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 20, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 27, 2026**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4720 OXFORD DRIVE**.
OWNED BY OR MAY HAVE AN INTEREST: **DRAGO CHRISTOPHER F &** IS A PUBLIC NUISANCE AS
SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 01 11 2 001 047

COUNCIL DISTRICT 7 – GINA GREGORY

**LEGAL DESCRIPTION: LOT 42 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23 07 35 1
000**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4720 OXFORD DRIVE

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/12/2025	Comments	

Property Score

Score	78	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-8-15

Notes 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/02/2025

Property Address: 4720 Oxford Drive

District No: 7

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



























Affidavit of Mailed Notice



January 20, 2026

State of Alabama
County of Mobile

Subject Property – 4720 Oxford Drive.

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

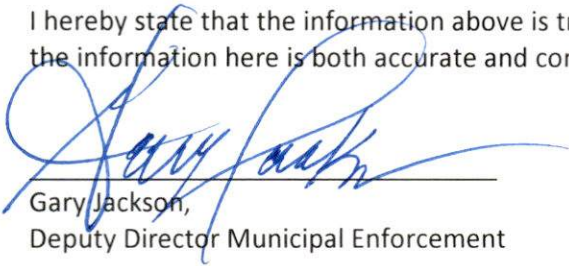
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Joseph A. Drago
Matthew Anthony Drago
4720 Oxford Drive
Mobile AL 36618-2017

December 10, 2025

RE: 4720 Oxford Drive
Project Number: ME-052-25

Dear Joseph A. Drago, Matthew Anthony Drago:

On December 2, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4720 Oxford Drive.

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

LOT 4 BLK 1 RESUB OF LOTS 25 26 27 28 FOREST HILL SUB MBK 3
PGS 483 & 484 #SEC 11 T4S R2W #MP28 01 11 2 001

Parcel Number: 28 01 11 2 001 047

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **January 24, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 24, 2026**, provide the Code Official with a work plan to accomplish the repairs by **January 24, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 24, 2026**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **January 27, 2026 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4720 Oxford Drive

Date: September 24, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 22, 2025

Per the Title Report, the owner is: Christopher F. Drago and Joseph A. Drago

Notes: Christopher F. Drago is deceased as of 1/12/2018. Joseph A. Drago is living but is 82 years old. Joseph A. Drago has a son named Matthew Anthony Drago.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Joseph A. Drago
Matthew Anthony Drago
4720 Oxford Dr
Mobile AL 36618-2017 | Owner is Joseph A. Drago. Matthew is son due to owners age of 82. Phone numbers are 415-883-3825, 415-312-6290, 505-681-0600 |
| 2 | Joseph A. Drago
Matthew Anthony Drago
197 Montego Key
Novato CA 94949-5353 | LexisNexis address good 8/2025 – Revenue
Commission mailing address good 2018 - 2026 |
| 3 | Joseph A. Drago
Matthew Anthony Drago
1071 Dossey Oaks Ln
Lakeland FL 33811-1845 | LexisNexis address for son good 4/2025 |
| 4 | Joseph A. Drago
Matthew Anthony Drago
8256 Sulston St
Orlando FL 32827-7417 | Lexisnexus address good 8/2025 |

TAX STATUS: 2024 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

December 2025 FFOM – Gregory A. Jones (Emp #6486)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address	andrew.sanders@cityofmobile.org
Name of Nominee	Gregory Jones
Rank of Nominee	Driver
Assignment of Nominee	Engine 22
Date of Incident	Jan 06, 2026
Incident Number	NA
Type of Award being requested	Employee of the Month

Summary of Incident / Action

Fire Service Driver Gregory Jones took the Firefighter's oath in 1994 when he became a member of the Mobile Fire-Rescue Department and has been answering the call ever since. He has served during a time of major change within the department and has consistently adapted while remaining committed to the mission and the citizens we serve. Since his hiring, Driver Jones has worked on some of the busiest frontline engines in the city, including Engine 16 at Lathan Fire Station and Engine 22 at Tapia Fire Station. For the past 16 years, he has been assigned as the Driver/Operator of Engine 22.

Throughout his career, FSD Jones has always put himself in position to do the greatest good for the greatest number of people. He has never shied away from a busy assignment and continues to embrace the fast-paced demands of the fire service. His experience and knowledge of both the city and the job show in every response he is part of.

FSD Jones is a mentor to firefighters and drivers alike. He is always willing to teach, share his experience, and help others improve, whether it is on the fireground or back at the station. He consistently steps up when needed, including serving in the role of company officer, he performs all aspects of his job with professionalism and integrity.

Beyond his fire service career, FSD Jones has dedicated much of his personal time to mentoring and coaching youth in the community. Over the years he has been actively involved with the youth through sports, offering guidance, encouragement, and positive direction. This is another example of his commitment and service to the public and a testament to his leadership and impact on the fire service as a whole.

Name of Originator	Andrew Sanders
Rank of Originator	Captain
Assignment of Originator	Engine 22

FIREFIGHTER

OF THE MONTH

Gregory A. Jones

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service Driver Gregory A. Jones as the Firefighter of the Month for December 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

December 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
FIRE CHIEF

SPIRO CHERIOGOTIS
MAYOR, CITY OF MOBILE

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Robert B. Fleming, III

WHEREAS, *Councilmember Fleming, III wishes to appropriate \$2,000.00 to **HOPE for ALL Gulf Coast** from the District 5 Discretionary Fund (10041020 42080); and*

WHEREAS, **HOPE for ALL Gulf Coast**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations 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 **HOPE for All Gulf Coast**, will be used to *assist with the 12th Annual Project Homeless Connect event on Friday, January 23, 2026, at The Grounds.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to HOPE for ALL Gulf Coast**, for the purposes described hereinabove and pursuant to language in the 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,000.00 to **HOPE for ALL Gulf Coast** from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, **HOPE for ALL Gulf Coast**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations 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 **HOPE for All Gulf Coast**, will be used to *assist with the 12th Annual Project Homeless Connect event on Friday, January 23, 2026, at The Grounds.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to HOPE for ALL Gulf Coast**, for the purposes described hereinabove and pursuant to language in the 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$3,050.00 to **the University of South Alabama Jag Gals** from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, ***The University of South Alabama Jag Gals**, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations 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 ***the University of South Alabama Jag Girls***, will be used to *assist with the Jag Gals Brunch & Bingo and the Jag Gals Sports Social.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$3,050.00 to the University of South Alabama Jag Girls***, for the purposes described hereinabove and pursuant to language in the 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 Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$550.00 to **the University of South Alabama Jag Gals** from the District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, ***The University of South Alabama Jag Gals**, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations 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 ***the University of South Alabama Jag Girls***, will be used to *assist with the Jag Gals Sports Social*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$550.00 to the University of South Alabama Jag Girls***, for the purposes described hereinabove and pursuant to language in the 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$600.00 to **Oakleigh Place Property Owners Association**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Oakleigh Place Property Owners Association**, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations 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 **Oakleigh Place Property Owners Association**, will be used to *assist with drainage ditch cleaning and maintenance*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$600.00 to Oakleigh Place Property Owners Association**, for the purposes described hereinabove and pursuant to language in the 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: 27 January 2026 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 Shaw Integrated and Turf Solutions Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Shaw Integrated and Turf Solutions Inc. for replacement
artificial turf for Herndon - Sage Park.
CIP Herndon Sage Turf Replacement

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$1,100,000.00

FUNDING SOURCE:

Budget Item: See Requisitions 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, a 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>5762</u>	2026	(2025) OPERATIONS AND CEMETERIES	SHAW ARTIFICAL TURF REPLACEMENT SYSTEM FOR HERNDON-SAGE PARK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,100,000.00	<u>(299207) SHAW INTEGRATED AND TURF SOLUTIONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005762-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/26	299207				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	TURF FIELDS, SAGE PARK, SOURCEWELL CONTRACT # 031622-SII	1.00	1100000.00000	1100000.00
	CONTRACT # 031622-SII	EACH		
1	2000.80.00.0000.0000.0000.0000.48010. E F533-001 .CONSTRUCTN.			1100000.00

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
DEEANN POPPLE

Deliver To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607

[Requisition Link](#)

Requisition Total 1100000.00

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

Account	Amount	Remaining Budget
E F533-001 .CONSTRUCTN.	1100000.00	400000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005762-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/26	299207				OPERATIONS & CEMETERIES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	1100000.00	43083065.59
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
CCancelled	01/05/26	SANDRA LEWIS	GL Allocation changed
Forward	12/19/25	CARLEEN STOUT	
Approved	12/19/25	KIM CARMODY	
Approved	12/19/25	CHAD HOLM	Auto approved by: 910520521
Forward	12/23/25	CARLEEN STOUT	
Approved	12/29/25	KIM CARMODY	
Approved	12/29/25	CHAD HOLM	Auto approved by: 910520521
Rejected	12/22/25	TIFFANY HOLLINS	Review expense string.
Approved	12/29/25	BRENDA RHODES	
Approved	12/29/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/29/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	01/05/26	SANDRA LEWIS	
Rejected	01/05/26	SANDRA LEWIS	as per our discussion
Queued	01/05/26	CARLEEN STOUT	as per our discussion
Queued	01/05/26	CHAD HOLM	as per our discussion
Pending		BRENDA RHODES	as per our discussion
Pending		TIFFANY HOLLINS	as per our discussion
Pending		RELYA MALLORY	as per our discussion
Pending		DONALD ROSE	as per our discussion
Pending		SANDRA LEWIS	as per our discussion
Pending		STEVEN KRONINGER	as per our discussion
Pending		SAMANTHA COOLEY	as per our discussion
Pending		JAMES NEESE	as per our discussion

Shaw Integrated and Turf Solutions, Inc.

Turnkey turf surfacing

#031622-SII

Maturity Date: 5/26/2027

Sourcewell
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

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

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 031622-SII gives access to the following types of goods and services:

- Product consultation
- Ground removal & preparation
- Specification & design support
- Construction consultation
- Logo & field markings
- Infill placement
- Field inspection
- Maintenance & care
- Synthetic sports turf field design
- Reclamation, recycle, & reuse programs
- Alternative infills
- Performance shock pads

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.

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Shaw Sports Turf

	SOURCEWELL							
PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
TFA01	Momentum SD 2.0	Synthetic turf system with 2.0" Momentum SD with rubber/sand infill	SF	\$4.74	5.00%	\$4.50	8 year MFG Limited	Yes
TFA02	Momentum SD 2.25	Synthetic turf system with 2.25" Momentum SD with rubber/sand infill	SF	\$5.12	5.00%	\$4.87	8 year MFG Limited	Yes
TFA03	Momentum SD 2.5	Synthetic turf system with 2.5" Momentum SD with rubber/sand infill	SF	\$5.62	5.00%	\$5.34	8 year MFG Limited	Yes
N/A	Momentum HP 1.75	Synthetic Turf system with 1.75" slit- tape fibres and sand & rubber infill (Includes Installation)	SF	\$5.05	5.00%	\$4.80	8 year MFG Limited	Yes
TF001	Momentum HP 2.0	Synthetic turf with 2.0 inch polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	\$5.11	5.00%	\$4.86	8 year MFG Limited	Yes
TF001	Momentum HP 2.0 R	Synthetic turf with 2.0 inch polyethylene slit-film fiber and all rubber infill (Price includes Installation)	SF	\$4.98	5.00%	\$4.73	8 year MFG Limited	Yes
TF055	Momentum HP 2.25	Synthetic turf with 2.25 inch polyethylene slit-film fiber and all rubber infill (Price includes Installation)	SF	\$5.35	5.00%	\$5.08	8 year MFG Limited	Yes
TF002	Momentum HP 2.5	Synthetic turf with 2.5 inch polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	/SF	\$5.95	5.00%	\$5.65	8 year MFG Limited	Yes
N/A	Momentum Pro 1.75	Synthetic Turf system with 1.75" XP Pro polyethylene slit film fiber and sand & rubber infill (includes installation)	SF	\$5.10	5.00%	\$4.85	8 year MFG Limited	Yes
TF007	Momentum Pro 2.0	Synthetic turf with 2.0 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	/SF	\$5.23	5.00%	\$4.97	8 year MFG Limited	Yes
TF008	Momentum Pro 2.25	Synthetic turf with 2.25 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	\$5.48	5.00%	\$5.21	8 year MFG Limited	Yes
TF009	Momentum Pro Plus 2.25	Synthetic turf with 2.25 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	\$5.74	5.00%	\$5.45	8 year MFG Limited	Yes
N/A	Momentum NXT 1.75	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	\$5.35	5.00%	\$5.08	8 year MFG Limited	Yes
N/A	Momentum NXT 2.0	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	\$5.48	5.00%	\$5.21	8 year MFG Limited	Yes
N/A	Momentum NXT 2.25	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	Sf	\$5.63	5.00%	\$5.35	8 year MFG Limited	Yes
N/A	Momentum NXT 2.5	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	\$5.88	5.00%	\$5.57	8 year MFG Limited	Yes
TF047	Powerblade SD 2.0	Synthetic turf with 2.0 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.02	5.00%	\$4.77	8 year MFG Limited	Yes
TF048	Powerblade SD 2.25	Synthetic turf with 2.25" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.29	5.00%	\$5.03	8 year MFG Limited	Yes
TF049	Powerblade SD 2.5	Synthetic turf with 2.5" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.50	5.00%	\$5.22	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Powerblade HP 1.75	Synthetic turf with 1.75" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.02	5.00%	\$4.77	8 year MFG Limited	Yes
TF004	Powerblade HP 2.0	Synthetic turf with 2.0 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.22	5.00%	\$4.96	8 year MFG Limited	Yes
TF005	Powerblade HP 2.25	Synthetic turf with 2.25 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.50	5.00%	\$5.22	8 year MFG Limited	Yes
TF006	Powerblade HP 2.5	Synthetic turf with 2.5 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.75	5.00%	\$5.46	8 year MFG Limited	Yes
N/A	Powerblade Pro 1.75	Synthetic Turf with 1.75" polyethylene monofilament fiber and sand & rubber infill (Price Includes Installation).	SF	\$5.42	5.00%	\$5.15	8 year MFG Limited	Yes
TF042	Powerblade Pro 2.0	Synthetic turf with 2.0 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Included Installation)	SF	\$5.72	5.00%	\$5.44	8 year MFG Limited	Yes
TF043	Powerblade Pro 2.25	Synthetic turf with 2.25 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Price includes turf material Installation only)	SF	\$6.04	5.00%	\$5.73	8 year MFG Limited	Yes
TF044	Powerblade Pro 2.5	Synthetic turf with 2.5 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Includes Installation)	SF	\$6.29	5.00%	\$5.97	8 year MFG Limited	Yes
TFA04	Legion SD 2.0	Synthetic turf system with 2.0" Legion SD with rubber/sand infill	SF	\$4.92	5.00%	\$4.67	8 year MFG Limited	Yes
TFA05	Legion SD 2.25	Synthetic turf system with 2.25" Legion SD with rubber/sand infill	SF	\$5.35	5.00%	\$5.08	8 year MFG Limited	Yes
N/A	Legion HP 1.75	Synthetic Turf system with 1.75" polyethylene monofilament and slit- film mixture and sand & rubber infill (Price Includes Installation)	SF	\$5.18	5.00%	\$4.92	8 year MFG Limited	Yes
TFA45	Legion HP 2.0	Synthetic turf with 2.0 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	\$5.44	5.00%	\$5.16	8 year MFG Limited	Yes
TFA46	Legion HP 2.25	Synthetic turf with 2.25 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	\$5.69	5.00%	\$5.40	8 year MFG Limited	Yes
TF056	Legion HP 2.5	Synthetic turf with 2.5 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	\$5.94	5.00%	\$5.64	8 year MFG Limited	Yes
TFA56	Legion Pro 1.75	Synthetic Turf with 1.75" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$5.50	5.00%	\$5.22	8 year MFG Limited	Yes
TF081	Legion Pro 2.0	Synthetic Turf with 2" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$5.75	5.00%	\$5.46	8 year MFG Limited	Yes
TF082	Legion Pro 2.25	Synthetic Turf with 2.25" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$5.94	5.00%	\$5.64	8 year MFG Limited	Yes
TF083	Legion Pro 2.5	Synthetic Turf with 2.5" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$6.19	5.00%	\$5.88	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Legion NXT 1.75	Synthetic Turf with 1.75" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	\$5.89	5.00%	\$5.60	8 year MFG Limited	Yes
N/A	Legion NXT 2.0	Synthetic Turf with 2.0" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	\$6.29	5.00%	\$5.97	8 year MFG Limited	Yes
N/A	Legion NXT 2.25	Synthetic Turf with 2.25" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	\$6.49	5.00%	\$6.17	8 year MFG Limited	Yes
TF097	Spikezone SD 2.0	Synthetic turf system with 2" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	\$5.47	5.00%	\$5.20	8 year MFG Limited	Yes
TF098	Spikezone SD 2.25	Synthetic turf system with 2.25" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	\$5.72	5.00%	\$5.44	8 year MFG Limited	Yes
N/A	Spikezone HP 1.75	Synthetic turf system with 1.75" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	\$5.62	5.00%	\$5.34	8 year MFG Limited	Yes
TF095	Spikezone HP 2.0	Synthetic turf with 2" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$5.72	5.00%	\$5.44	8 year MFG Limited	Yes
TF026	SpikeZone HP 2.25	Synthetic turf with 2.25" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$6.02	5.00%	\$5.72	8 year MFG Limited	Yes
TF096	Spikezone HP 2.5	Synthetic turf with 2.25" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$6.37	5.00%	\$6.05	8 year MFG Limited	Yes
TF099	Spikezone Pro 1.5	Synthetic turf with 1.5" polyethylene monofilament and slit film fiber mixture and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$5.74	5.00%	\$5.45	8 year MFG Limited	Yes
TFA10	Spikezone Pro 1.75	Synthetic turf with 1.75" polyethylene monofilament and slit film fiber mixture and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$5.87	5.00%	\$5.57	8 year MFG Limited	Yes
TF060	Spikezone Pro 2.0	Synthetic turf with 2.0 inch polyethylene monofilament and slit-film fiber mixture with spike zone thatch and sand & rubber infill (Price includes Installation)	SF	\$5.98	5.00%	\$5.68	8 year MFG Limited	Yes
TF061	Spikezone Pro 2.25	Synthetic turf with 2.25 inch polyethylene monofilament and slit-film fiber mixture with a spike zone thatch and sand & rubber infill (Price includes Installation)	SF	\$6.28	5.00%	\$5.96	8 year MFG Limited	Yes
TF036	TruHop 1.65	Synthetic turf with 1.65 inch polyethylene slit-film fiber and spike zone with sand & rubber infill (Price includes Installation)	SF	\$5.48	5.00%	\$5.21	8 year MFG Limited	Yes
TF030	TruHop 1.75	Synthetic turf with 1.75 inch polyethylene slit-film fiber and and spike zone with sand & rubber infill (Price includes Installation)	SF	\$5.69	5.00%	\$5.40	8 year MFG Limited	Yes
N/A	Powerblade Pro Elite 2.5 38	Synthetic Turf with 2.5 polyethylene monofilament fibers with rubber and sand infill. Includes installation	SF	\$6.12	5.00%	\$5.81	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Powerblade Pro Elite 2.5 48	Synthetic Turf with 2.5 polyethylene monofilament fibers with rubber and sand infill. Includes installation	SF	\$6.37	5.00%	\$6.05	8 year MFG Limited	Yes
N/A	Classic Eco- E 1.75 50	Synthetic Turf with 1.75" polyethylene high performance slit- film fiber with Envirofill infill. Includes Installation. Shock Pad NOT Included.	SF	\$12.94	5.00%	\$12.29	8 year MFG Limited	Yes
N/A	GAMEON Legion Turf System	GAMEON - Proprietary GameOn Legion Synthetic Turf Technology. Lines, Logos, Numbers, Letters, Hash Marks and Design features tufted into the turf. Price includes infill and installation.	SF	\$13.43	5.00%	\$12.77	8 year MFG Limited	Yes
N/A	B1K Baseball Turf System (Full Field)	B1K Baseball Turf System (Full Field) Price Includes Installation	SF	\$11.00	5.00%	\$10.45	8 year MFG Limited	Yes
N/A	B1K Baseball Infield Turf System	B1K Baseball Infield Turf System (Infield Only) - Price includes installation	SF	\$13.00	5.00%	\$12.35	8 year MFG Limited	Yes
N/A	B1K Outfield Turf System	B1K Baseball Outfield Turf System (Outfield Only) - Price Includes Installation	SF	\$12.00	5.00%	\$11.40	8 year MFG Limited	Yes
N/A	B1K Double Play Turf System	B1K Double Play Turf System (Full Field) - Price Includes Installation & Pad	SF	\$12.00	5.00%	\$11.40	8 year MFG Limited	Yes
N/A	B1K Double Play Infield Turf System	B1K Double Play Baseball Infield Turf System (Infield Only) - Price Includes Installation & Pad	SF	\$14.00	5.00%	\$13.30	8 year MFG Limited	Yes
N/A	B1K Double Play Turf System	B1K Double Play Baseball Outfield Turf System (Outfield Only) - Price Includes Installation & Pad	SF	\$13.00	5.00%	\$12.35	8 year MFG Limited	Yes
N/A	B1K Natural Baseball Turf System	B1K Natural Baseball Turf System (Full Field) - Price Includes Installation & Pad	SF	\$13.00	5.00%	\$12.35	8 year MFG Limited	Yes
N/A	B1K Natural Baseball Infield Turf System	B1K Natural Baseball Infield Turf System (Infield Only) - Price Includes Installation & Pad	SF	\$15.00	5.00%	\$14.25	8 year MFG Limited	Yes
N/A	B1K Natural Outfield Turf System	B1K Natural Baseball Outfield Turf System (Outfield Only) - Price Includes Installation & Pad	SF	\$14.00	5.00%	\$13.30	8 year MFG Limited	Yes
NSP	Synthetic Turf System w/ Standard Infill (Rubber & Sand) - Includes Installation	Synthetic Turf System with standard infill (sbr and sand) - includes installation	SF	\$6.19	5.00%	\$5.88	8 year MFG Limited	Yes
NSP	Synthetic Turf System w/ Standard Infill (Rubber & Sand) + Pad - Includes Installation	Synthetic Turf System with standard infill (sbr and sand) and Shaw approved pad - includes installation	SF	\$9.38	5.00%	\$8.91	8 year MFG Limited	Yes
NSP	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) - includes installation	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) - includes installation	SF	\$9.56	5.00%	\$9.08	8 year MFG Limited	Yes
NSP	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) + Pad (Includes installation)	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) + Pad (Includes Installation)	SF	\$12.44	5.00%	\$11.82	8 year MFG Limited	Yes
TFA01	Green Momentum SD 2.0 - Turf Only - FOB Dalton, GA	Green Momentum SD 2" - Turf Only - FOB Dalton, GA	SF	\$1.99	5.00%	\$1.89	8 year MFG Limited	No
TFA02	Green Momentum SD 2.25 - Turf Only - FOB Dalton, GA	Green Momentum SD 2.25" - Turf Only - FOB Dalton, GA	SF	\$2.21	5.00%	\$2.10	8 year MFG Limited	No

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TFA03	Green Momentum SD 2.5 - Turf Only - FOB Dalton, GA	Green Momentum SD 2.5" - Turf Only - FOB Dalton, GA	SF	\$2.37	5.00%	\$2.25	8 year MFG Limited	No
N/A	Green Momentum HP 1.75 - Turf Only - FOB Dalton, GA	Green Momentum HP 1.75" - Turf Only - FOB Dalton, GA	SF	\$2.13	5.00%	\$2.02	8 year MFG Limited	No
TF001	Green Momentum HP 2.0 - Turf Only - FOB Dalton, GA	Green Momentum HP 2" - Turf Only - FOB Dalton, GA	SF	\$2.32	5.00%	\$2.21	8 year MFG Limited	No
TF055	Green Momentum HP 2.25 - Turf Only - FOB Dalton, GA	Green Momentum HP 2.25" - Turf Only - FOB Dalton, GA	SF	\$2.53	5.00%	\$2.41	8 year MFG Limited	No
TF002	Green Momentum HP 2.5 - Turf Only - FOB Dalton, GA	Green Momentum HP 2.5" - Turf Only - FOB Dalton, GA	SF	\$2.66	5.00%	\$2.53	8 year MFG Limited	No
N/A	Green Momentum Pro 1.75 - Turf Only - FOB Dalton, GA	Green Momentum Pro 1.75" - Turf Only - FOB Dalton, GA	SF	\$2.39	5.00%	\$2.27	8 year MFG Limited	No
TF007	Green Momentum Pro 2.0 - Turf Only - FOB Dalton, GA	Green Momentum Pro 2" - Turf only - FOB Dalton, GA	SF	\$2.49	5.00%	\$2.37	8 year MFG Limited	No
TF008	Green Momentum Pro 2.25 - Turf Only - FOB Dalton, GA	Green Momentum Pro 2.25" - Turf only - FOB Dalton, GA	SF	\$2.67	5.00%	\$2.54	8 year MFG Limited	No
TF009	Green Momentum Pro Plus 2.25 - Turf Olnt - FOB Dalton, GA	Green Momentum Pro 2.25" - Turf only - FOB Dalton, GA	SF	\$2.91	5.00%	\$2.77	8 year MFG Limited	No
N/A	Green Momentum NXT 1.75 - Turf Only - FOB Dalton, GA	Green Momentum NXT 1.75 - Turf Only - FOB Dalton, GA	SF	\$2.54	5.00%	\$2.41	8 year MFG Limited	No
N/A	Green Momentum NXT 2.0 - Turf Only - FOB Dalton, GA	Green Momentum NXT 2.0 - Turf Only - FOB Dalton, GA	SF	\$2.65	5.00%	\$2.52	8 year MFG Limited	No
N/A	Green Momentum NXT 2.25 - Turf Only - FOB Dalton, GA	Green Momentum NXT 2.25 - Turf Only - FOB Dalton, GA	SF	\$2.78	5.00%	\$2.64	8 year MFG Limited	No
N/A	Green Momentum NXT 2.5 - Turf Only - FOB Dalton, GA	Green Momentum NXT 2.5 - Turf Only - FOB Dalton, GA	SF	\$2.91	5.00%	\$2.76	8 year MFG Limited	No
TF047	Green Powerblade SD 2.0 - Turf Only -FOB Dalton, GA	Green Powerblade SD 2" - Turf Only - FOB Dalton, GA	SF	\$1.88	5.00%	\$1.78	8 year MFG Limited	No
TF048	Green Powerblade SD 2.25 - Turf Only - FOB Dalton, GA	Green Powerblade SD 2.25" - Turf Only - FOB Dalton, GA	SF	\$1.95	5.00%	\$1.85	8 year MFG Limited	No
TF049	Green Powerblade SD 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade SD 2.5" - Turf Only - FOB Dalton, GA	SF	\$2.02	5.00%	\$1.92	8 year MFG Limited	No
N/A	Green Powerblade HP 1.75 - Turf Only - FOB Dalton, GA	Green Powerblade HP 1.75" - Turf Only - FOB Dalton, GA	SF	\$2.13	5.00%	\$2.02	8 year MFG Limited	No
TF004	Green Powerblade HP 2.0 - Turf Only - FOB Dalton, GA	Green Powerblade HP 2" - Turf Only - FOB Dalton, GA	SF	\$2.28	5.00%	\$2.17	8 year MFG Limited	No
TF005	Green Powerblade HP 2.25 - Turf Only - FOB Dalton, GA	Green Powerblade HP 2.25" - Turf Only - FOB Dalton, GA	SF	\$2.39	5.00%	\$2.27	8 year MFG Limited	No
TF006	Green Powerblade HP 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade HP 2.5" - Turf Only - FOB Dalton, GA	SF	\$2.53	5.00%	\$2.41	8 year MFG Limited	No
N/A	Green Powerblade Pro 1.75 - Turf Only - FOB Dalton, GA	Green Powerblade Pro 1.75" - Turf Only - FOB Dalton, GA	SF	\$2.27	5.00%	\$2.15	8 year MFG Limited	No
TF042	Green Powerblade Pro 2.0 - Turf Only - FOB Dalton, GA	Green PowerBlade Pro 2" - Turf Only - FOB Dalton, GA	SF	\$2.52	5.00%	\$2.39	8 year MFG Limited	No
TF043	Green Powerblade Pro 2.25 - Turf Only - FOB Dalton, GA	Green PowerBlade Pro 2.25" - Turf Only - FOB Dalton, GA	SF	\$2.66	5.00%	\$2.53	8 year MFG Limited	No

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TF044	Green Powerblade Pro 2.5 - Turf Only - FOB Dalton, GA	Green PowerBlade Pro 2.5" - Turf Only - FOB Dalton, GA	SF	\$2.80	5.00%	\$2.66	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade Pro 2.5" - Turf Only - FOB Dalton, GA	SF	\$2.21	5.00%	\$2.10	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5 48 - Turf Only - FOB Dalton, GA	Green Powerblade Pro Elite 2.5 48 - Turf Only - FOB Dalton, GA	SF	\$2.45	5.00%	\$2.33	8 year MFG Limited	No
TFA04	Green Legion SD 2.0 - Turf Only - FOB Dalton, GA	Green Legion SD 2.0 - Turf Only - FOB Dalton, GA	SF	\$2.03	5.00%	\$1.93	8 year MFG Limited	No
TFA05	Green Legion SD 2.25 - Turf Only - FOB Dalton, GA	Green Legion SD 2.25 - Turf Only - FOB Dalton, GA	SF	\$2.17	5.00%	\$2.06	8 year MFG Limited	No
N/A	Green Legion HP 1.75 - Turf Only - Datlon, GA	Green Legion HP 1.75 - Turf Only - Datlon, GA	SF	\$2.30	5.00%	\$2.18	8 year MFG Limited	No
TFA45	Green Legion HP 2.0 - Turf Only - FOB Dalton, GA	Green Legion 41 2" 41 oz - Turf only - FOB Dalton, GA	SF	\$2.46	5.00%	\$2.34	8 year MFG Limited	No
TFA46	Green Legion HP 2.25 - Turf Only - FOB Dalton, GA	Green Legion 46 2.25" 46 oz - Turf only - FOB Dalton, GA	SF	\$2.67	5.00%	\$2.54	8 year MFG Limited	No
TFA56	Green Legion Pro 1.75 - turf Only - FOB Dalton, GA	Green Legion Pro 1.75 - turf Only - FOB Dalton, GA	SF	\$2.44	5.00%	\$2.31	8 year MFG Limited	No
TF081	Green Legion Pro 2.0 - Turf Only - FOB Dalton, GA	Green Legion Pro 2" - Turf only - FOB Dalton, GA	SF	\$2.70	5.00%	\$2.57	8 year MFG Limited	No
TF082	Green Legion Pro 2.25 - Turf Only - FOB Dalton, GA	Green Legion Pro 2.25" - Turf only - FOB Dalton, GA	SF	\$2.94	5.00%	\$2.79	8 year MFG Limited	No
TF083	Green Legion Pro 2.5 - Turf Only - FOB Dalton, GA	Green Legion Pro 2.5" - Turf only - FOB Dalton, GA	SF	\$3.18	5.00%	\$3.02	8 year MFG Limited	No
N/A	Green Legion NXT 1.75 - Turf Only - FOB Dalton, GA	Green Legion NXT 1.75" - Turf Only - FOB Dalton, GA	SF	\$2.84	5.00%	\$2.70	8 year MFG Limited	No
N/A	Green Legion NXT 2.0 - Turf Only - FOB Dalton, GA	Green Legion NXT 2.0" - Turf Only - FOB Dalton, GA	SF	\$3.14	5.00%	\$2.98	8 year MFG Limited	No
N/A	Green Legion NXT 2.25 - Turf Only - FOB Dalton, GA	Green Legion NXT 2.25" - Turf Only - FOB Dalton, GA	SF	\$3.43	5.00%	\$3.26	8 year MFG Limited	No
TF097	Green Spikezone SD 2.0 - Turf Only - FOB Dalton, GA	Green Spikezone SD 2.0" - Turf Only - FOB Dalton, GA	SF	\$2.38	5.00%	\$2.26	8 year MFG Limited	No
TF098	Green Spikezone SD 2.25 - Turf Only -FOB Dalton, GA	Green Spikezone SD 2.25" - Turf Only -FOB Dalton, GA	SF	\$2.55	5.00%	\$2.42	8 year MFG Limited	No
N/A	Green Spikezone HP 1.75 - Turf Only - FOB Dalton, GA	Green Spikezone HP 1.75" - Turf Only - FOB Dalton, GA	SF	\$2.74	5.00%	\$2.61	8 year MFG Limited	No
TF095	Green Spikezone HP 2.0 - Turf Only - FOB Dalton, GA	Green Powerblade SZ 2" 56 oz - turf only - FOB Dalton, GA	SF	\$3.08	5.00%	\$2.93	8 year MFG Limited	No
TF096	Green Spikezone HP 2.25 - Turf Only - FOB Dalton, GA	Green Powerblade SZ 2.25" 62 oz - turf only - FOB Dalton, GA	SF	\$3.29	5.00%	\$3.13	8 year MFG Limited	No
TF026	Green Spikezone HP 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade SZ 2.5" 68 oz - turf only - FOB Dalton, GA	SF	\$3.51	5.00%	\$3.34	8 year MFG Limited	No
TF099	Green Spikezone Pro 1.5 - Turf Only - FOB Dalton, GA	Green SpikeZone Pro 1.5" Turf only - FOB Dalton, GA	SF	\$3.25	5.00%	\$3.09	8 year MFG Limited	No
TFA10	Green Spikezone Pro 1.75 - Turf Only - FOB Dalton, GA	Green SpikeZone Pro 1.75" Turf only - FOB Dalton, GA	SF	\$2.94	5.00%	\$2.79	8 year MFG Limited	No

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TF060	Green Spikezone Pro 2.0 - Turf Only - FOB Dalton, GA	Green Legion SZ 2" 49 oz - Turf only - thatch - FOB Dalton, GA	SF	\$3.14	5.00%	\$2.98	8 year MFG Limited	No
TF061	Green Spikezone Pro 2.25 - Turf Only - FOB Dalton, GA	Green Legion SZ 2.25" 54 oz - Turf only thatch - FOB Dalton, GA	SF	\$3.35	5.00%	\$3.18	8 year MFG Limited	No
TF036	Green TruHop 1.65 - Turf Only - FOB Dalton, GA	True Hop X (Green) 1.65" 46 oz - turf only - FOB Dalton, GA	SF	\$3.01	5.00%	\$2.86	8 year MFG Limited	No
TF036	Color TruHop 1.65 - Turf Only - FOB Dalton, GA	True Hop X (Color) 1.65" 46 oz - turf only - FOB Dalton, GA	SF	\$3.21	5.00%	\$3.05	8 year MFG Limited	No
TF030	Green TruHop 1.75 - Turf Only - FOB Dalton, GA	True Hop X (Green) 1.75" 50 oz - turf only - FOB Dalton, GA	SF	\$3.15	5.00%	\$2.99	8 year MFG Limited	No
TF030	Color TruHop 1.75 - Turf Only - FOB Dalton, GA	True Hop X (Color) 1.75" 50 oz - turf only - FOB Dalton, GA	SF	\$3.36	5.00%	\$3.19	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5" 38 - Turf Only - FOB Dalton, GA	Green Powerblade Pro Elite 2.5" 38 - Turf Only - FOB Dalton, GA	SF	\$2.32	5.00%	\$2.21	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5" 48 - Turf Only - FOB Dalton, GA	Green Powerblade Pro Elite 2.5" 48 - Turf Only - FOB Dalton, GA	SF	\$2.58	5.00%	\$2.45	8 year MFG Limited	No
N/A	Green Classic Eco - E 1.75" 50 - Turf Only - FOB Dalton, GA	Green Classic Eco - E 1.75" 50 - Turf Only - FOB Dalton, GA	SF	\$3.50	5.00%	\$3.33	8 year MFG Limited	No
N/A	GAMEON - Turf Only - Green - FOB Dalton, GA	GAMEON - Turf Only - Green - FOB Dalton, GA	SF	\$4.46	5.00%	\$4.25	8 year MFG Limited	NO
N/A	B1K TruTrack - Turf Only - FOB Dalton, GA	B1K TruTrack - Turf Only - FOB Dalton, GA	SF	\$3.30	5.00%	\$3.14	8 year MFG Limited	No
N/A	B1K 643 - Turf Only - FOB Dalton, GA	B1K 643 - Turf Only - FOB Dalton, GA	SF	\$3.10	5.00%	\$2.95	8 year MFG Limited	No
N/A	B1K Full Count - Turf Only - FOB Dalton, GA	B1K Full Count - Turf Only - FOB Dalton, GA	SF	\$3.00	5.00%	\$2.85	8 year MFG Limited	No
N/A	B1K Tag Up - Turf Only - FOB Dalton, GA	B1K Tag Up - Turf Only - FOB Dalton, GA	SF	\$3.35	5.00%	\$3.18	8 year MFG Limited	No
NSP	Green NSP - Turf Only - FOB Dalton, GA	Green NSP made to specification - Turf only - FOB Dalton, GA	SF	\$3.61	5.00%	\$3.43	8 year MFG Limited	No
Color	Add Color for all Turf Products	Add for colored turf (all product lines)	SF	\$0.40	5.00%	\$0.38	8 year MFG Limited	No
TF073	Green Elevate 48 - Turf Only - FOB Dalton, GA	Green Victory Turf 48 .75" 48 oz slit w/thatch - turf only - FOB Dalton, GA	SF	\$3.32	5.00%	\$3.15	8 year MFG Limited	No
TF073	Green Victory Turf 48 - Turf Only - FOB Dalton, GA	Green Victory Turf 48 .75" 48 oz slit w/thatch - turf only - FOB Dalton, GA	SF	\$3.32	5.00%	\$3.15	8 year MFG Limited	No
TF084	Green Elevate 58 - Turf Only - FOB Dalton, GA	Green Victory Turf 58 1" 58 oz slit w/thatch - turf only - FOB Dalton, GA	SF	\$3.75	5.00%	\$3.56	8 year MFG Limited	No
TF084	Green Victory Turf 58 - Turf Only - FOB Dalton	Green Victory Turf 58 1" 58 oz slit w/thatch - turf only - FOB Dalton, GA	SF	\$3.75	5.00%	\$3.56	8 year MFG Limited	No
TF074	Green Elevate 68 - Turf Only - FOB Dalton, GA	Green Victory Turf 68 .75" 68 oz slit w/thatch - turf only - FOB Dalton, GA	SF	\$4.13	5.00%	\$3.92	8 year MFG Limited	No
TF074	Green Victory Turf 68 - Turf Only - FOB Dalton, GA	Green Victory Turf 68 .75" 68 oz slit w/thatch - turf only - FOB Dalton, GA	SF	\$4.13	5.00%	\$3.92	8 year MFG Limited	No

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TF077	Green Elevate 35 NY w/ 8mm Pad - Turf Only -FOB Dalton, GA	Green Elevate NY 35 .5" 35 oz Nylon w/8mm pad - turf only - FOB Dalton, GA	SF	\$5.33	5.00%	\$5.07	8 year MFG Limited	No
TF077	Green Elevate 35 NY w/ 5mm Pad - Turf Only -FOB Dalton, GA	Green Elevate NY 35 .5" 35 oz Nylon w/5mm pad - turf only - FOB Dalton, GA	SF	\$4.17	5.00%	\$3.96	8 year MFG Limited	No
TF075	Green Elevate 48 w/ 8 mm Pad - Turf Only - FOB Dalton, GA	Green Elevate 48 .75" 48 oz Slit w/thatch 8mm pad - turf only - FOB Dalton, GA	SF	\$5.99	5.00%	\$5.69	8 year MFG Limited	No
TF078	Green Elevate 50 NY w/ 8mm Pad - Turf Only - FOB Dalton, GA	Green Elevate NY 50 1" 50 oz Nylon w/8mm pad - turf only - FOB Dalton, GA	SF	\$7.39	5.00%	\$7.02	8 year MFG Limited	No
TF078	Green Elevate 50 NY w/ 8mm Pad - Turf Only - FOB Dalton, GA	Green Elevate NY 50 1" 50 oz Nylon w/5mm pad - turf only - FOB Dalton, GA	SF	\$6.16	5.00%	\$5.85	8 year MFG Limited	No
TF076	Green Elevate 68 w/ 8mm Pad - Turf Only - FOB Dalton, GA	Green Elevate 68 .75" 68 oz slit w/thatch 8mm pad - Turf only - FOB Dalton, GA	SF	\$6.83	5.00%	\$6.49	8 year MFG Limited	No
TF070	Green Hockey Turf Nylon Turf Only - FOB Dalton, GA	Green Hockey Turf Nylon - Turf Only - FOB Dalton, GA	SF	\$3.46	5.00%	\$3.29	8 year MFG Limited	No
TF057	Green Hockey PE - Turf Only - FOB Dalton, GA	Green Hockey SD PE - Turf Only - FOB Dalton, GA	SF	\$2.74	5.00%	\$2.61	8 year MFG Limited	No
038SP	Green Bases Loaded 5mm - Turf Only - FOB Dalton, GA	Green Bases Loaded Unitary Batting Cage turf w/ 5 mm Attached cushion _ Turf Only - FOB Dalton, GA	SF	\$4.55	5.00%	\$4.32	5 Year MFG Limited	No
042SP	Green Fielder's Choice 5mm - Turf Only - FOB Dalton, GA	Green Fielder's Choice Unitary Batting Cage Turf w/ attached 5 mm cushion - Turf Only - FOB Dalton, GA	SF	\$3.85	5.00%	\$3.66	5 Year MFG Limited	No
045SP	Green Hitting Streak - Turf Only - FOB Dalton, GA	Hitting Streak Unitary Batting Cage Turf - Turf Only - FOB Dalton, GA	SF	\$3.49	5.00%	\$3.31	5 Year MFG Limited	No
037SP	Green Strike One 5mm - Turf Only - FOB Dalton, GA	Green Strike One Unitary Batting Cage Turf w/ attached 5mm cushion- Turf Only - FOB Dalton, GA	SF	\$4.27	5.00%	\$4.06	5 Year MFG Limited	No
043SP	Green Wild Pitch - Turf Only - FOB Dalton, GA	Green Wild Pitch Unitary Batting Cage Turf- Turf Only - FOB Dalton, GA	SF	\$2.17	5.00%	\$2.06	5 Year MFG Limited	No
040SP	Green Infield Shift 5mm - Turf Only - FOB Dalton, GA	Green Infield Shift Batting cage Turf w/ attachd 5mm cushion - Turf Only - FOB Dalton, GA	SF	\$3.57	5.00%	\$3.39	5 Year MFG Limited	No
039SP	Green Line Up 3mm - Turf Only - FOB Dalton, GA	Green Line Up Batting Cage turf w/ attached 3mm cushion - Turf Only - FOB Dalton, GA	SF	\$2.79	5.00%	\$2.65	5 Year MFG Limited	No
044SP	Green On The Line 5mm - Turf Only - FOB Dalton, GA	Green On The Line Batting Cage Turf w/ attached 5mm cushion- Turf Only - FOB Dalton, GA	SF	\$3.57	5.00%	\$3.39	5 Year MFG Limited	No
046SP	Green Wooden Bat - Turf Only - FOB Dalton, GA	Wooden Bat Unitary Batting Cage Turf - Turf Only - FOB Dalton, GA	SF	\$2.63	5.00%	\$2.50	5 Year MFG Limited	No
Install	Field Sizes 0- 25,000	Installation of synthetic turf on prepared surface. Field Size 0-25,000 square feet.	SF	\$2.99	5.00%	\$2.84	N/A	No
Install	Field Sizes 25,001-50,000	Installation of synthetic turf on prepared surface. Field Size 25,001-50,000 square feet.	SF	\$2.99	5.00%	\$2.84	N/A	No
Install	Field Size > 50,001	Installation of synthetic turf on prepared surface. Field Size greater than 50,001 square feet.	SF	\$2.80	5.00%	\$2.66	N/A	No
Install	Shock Pad Installation	Installation of performance shock pad on prepared surface.	SF	\$0.51	5.00%	\$0.48	N/A	N/A

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
Inlay	Inlaid Numbers/Arrows	Typical yardline number markings and directional arrows for a standard american football game field	EACH	\$10,040.62	5.00%	\$9,538.59	N/A	No
Inlay	Inlaid Hash Marks	Required hash marks for a standard american football game field	EACH	\$10,040.62	5.00%	\$9,538.59	N/A	No
Inlay	Inlaid EndZone Letters	Typical endzone lettering for school names (price is per letter installed)	EACH	\$2,278.50	5.00%	\$2,164.58	N/A	No
Inlay	Inlaid Soccer Markings	Required game field markings for a standard soccer field	EACH	\$9,959.25	5.00%	\$9,461.29	N/A	No
Inlay	Inlaid baseball foul lines/batters boxes, coaches boxes	Required game field markings for a standard baseball field	EACH	\$5,674.20	5.00%	\$5,390.49	N/A	No
Inlay	Baseball batters boxes inserts	Replacement batters boxes	SET	\$1,808.10	5.00%	\$1,717.70	N/A	No
Inlay	Inlaid Logos	3 color (standard color) logo maximum 30'x30'	SF	\$24.26	5.00%	\$23.05	N/A	No
Inlay	Inlaid Lacrosse (Men's or Women's)	Required game field markings for a lacrosse (men's or women's) field	EACH	\$9,922.50	5.00%	\$9,426.38	N/A	No
Inlay	Inlaid Field Hockey	Required game field markings for a field hockey field	EACH	\$9,922.50	5.00%	\$9,426.38	N/A	No
Sundries	12" Seaming tape - 328' roll - FOB Dalton, GA	12" Seaming tape - 328' roll - FOB Dalton, GA	ROLL	\$101.90	5.00%	\$96.81	N/A	No
Sundries	6' Seaming tape 328' Roll - FOB Dalton, GA	6' Seaming tape 328 roll - FOB Dalton, GA	ROLL	\$509.52	5.00%	\$484.04	N/A	No
Sundries	2 Gallon Pail Adhesive For Inlays - FOB Dalton, GA	2 gallon pail of adhesive for inlays - FOB Dalton, GA	PAIL	\$76.26	5.00%	\$72.45	N/A	No
Sundries	1 lb. Spool of Thread for Seaming Synthetic Turf	1 lbs spool of thread for seaming synthetic turf	SPOOL	\$26.98	5.00%	\$25.63	N/A	No
Sundries	Nordot 34S Spray Glue for Spray Down Application - FOB NJ Warehouse	Nordot 34S spray glue for spray down application	DRUM	\$3,780.00	5.00%	\$3,591.00	N/A	No
Infill	10-20 Rubber Infill Material for Turf Systems - FOB Rubber Plant	10-20 Rubber infill material for turf systems - FOB rubber Plant	LBS	\$0.25	5.00%	\$0.24	N/A	Yes
Infill	20-40 Silica Sand Infill Material for Turf Systems - FOB Sand Quarry	20-40 Silica sand infill material for turf systems - FOB sand quarry	LBS	\$0.14	5.00%	\$0.14	N/A	Yes
Infill	Geofill Organic Infill - FOB Dalton, GA	Geofill Organic Infill - FOB Dalton, GA	LBS	\$1.16	5.00%	\$1.11	N/A	Yes
Infill	Envirofill Sand	Envirofill 12-20 sand - FOB plant	LBS	\$0.42	6.00%	\$0.40	N/A	No
Infill	EPDM Rubber	EPDM Rubber Infill - cost per pound. FOB Delphos, OH. Product has 4-6 week lead time	LBS	\$1.82	5.00%	\$1.73	N/A	No
Infill	Coated SBR	Coated Rubber - FOB Plant	LBS	\$0.60	5.00%	\$0.57	N/A	No
Infill	TPE Rubber	Virgin TPE Rubber (Various Colors)	LBS	\$1.90	5.00%	\$1.80	N/A	No
Infill	COREMAX Natural Infill	COREMAX Natural Infill	LBS	\$1.50	5.00%	\$1.43	N/A	No
Shock Pad	Shaw Sports Turf NXTPlay	Shaw Sports Turf NXTPlay	SF	\$1.70	5.00%	\$1.62	25 Year MFG Limited	Yes
Shock Pad	Schmitz Foam Proplay Pad 23D	Schmitz Foam Proplay 23D	SF	\$1.70	5.00%	\$1.62	8 Year MFG Limited	No
Shock Pad	Schmitz Foam Proplay Pad 23	Schmitz Foam Proplay 23	SF	\$1.68	5.00%	\$1.60	8 Year MFG Limited	No
Shock Pad	Schmitz Foam Proplay Pad 20D	Schmitz Foam Proplay 20D	SF	\$1.66	5.00%	\$1.57	8 Year MFG Limited	No

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
Shock Pad	Schmitz Foam Proplay Pad 20	Schmitz Foam Proplay 20	SF	\$1.62	5.00%	\$1.54	8 Year MFG Limited	No
Shock Pad	Schmitz Foam Ecosport	Schmitz Foam Ecosport	SF	\$1.57	5.00%	\$1.49	8 Year MFG Limited	No
Shock Pad	Brock Powerbase (FOB Brock Plant)	Brock Powerbase Underlayment Pad	SF	\$2.78	5.00%	\$2.64	16 Year MFG Limited	No
Shock Pad	Brock Powerbase YSR (FOB Brock Plant)	Brock YSR Underlayment Pad	SF	\$2.66	5.00%	\$2.53	16 Year MFG Limited	No
Shock Pad	Brock Brock SP14 (FOB Brock Plant)	BrockSP14 Underlayment Pad	SF	\$1.70	5.00%	\$1.62	16 Year MFG Limited	No
Shock Pad	Brock SP 17 (FOB Plant)	Brock SP17 Underlayment Pad	SF	\$1.86	5.00%	\$1.77	16 Year MFG Limited	No
Shock Pad	Brock SP 20 (FOB Plant)	Brock SP20 Underlayment Pad	SF	\$2.02	5.00%	\$1.92	16 Year MFG Limited	No
Shock Pad	Brock Gfend (FOB Plant)	Shaw gFend Shock Underlayment Pad	SF	\$1.64	5.00%	\$1.56	16 Year MFG Limited	No
Site Work	Site Work	All excavation, cut and fill, asphalt, lighting, fencing, sidewalks, concrete work, drainage system, base aggregate, laser grading, to include ancillary site furnishing as requested by member i.e. bleachers, windscreens, shade structures,	VARIES	RS Means pricing	-	3% off of RS Means pricing	1 Year	N/A
Site Work	Site Preparation	Preparing site for synthetic turf installation. Does not include any additional stone.	SF	\$0.70	5.00%	\$0.67	N/A	N/A
Construction Services	Mobilization & General Conditions (single mobilization)	Single Crew Mobilization	Total Sum	\$24,750.00	5.00%	\$23,512.50	N/A	No
Construction Services	Remove and Dispose of Existing Synthetic Turf System	Removal and disposal of existing turf	SF	\$1.00	5.00%	\$0.95	N/A	N/A
Construction Services	Remove and Recycle Existing Synthetic Turf System	Removal and recycling of existing turf	SF	\$2.25	5.00%	\$2.14	N/A	N/A
Construction Services	Temporary Track Bridge / Protection of Hardscape Surfaces	Temporary Track Bridge / Protection of Hardscape Surfaces	LF	\$275.00	5.00%	\$261.25	N/A	N/A
Construction Services	Silt Fence	Silt Fence	LF	\$5.23	5.00%	\$4.96	N/A	N/A
Construction Services	Cut & Laser Grade	Cut & Laser Grade	CY	\$44.94	5.00%	\$42.69	N/A	N/A
Construction Services	Laser Grading	Laser Grading	SF	\$0.35	5.00%	\$0.33	N/A	N/A
Construction Services	Geo- Textile Fabric	Geo- Textile Fabric	SF	\$0.30	5.00%	\$0.28	N/A	N/A
Construction Services	Lime Stabilization	Lime Stabilization	SF	\$1.16	5.00%	\$1.10	N/A	N/A
Construction Services	12" Flat Drain System	12" Flat Drain System	LF	\$10.56	5.00%	\$10.03	N/A	N/A
Construction Services	8" x 8" Concrete Curb	8" x 8" Concrete Curb	LF	\$35.20	5.00%	\$33.44	N/A	N/A
Construction Services	6" x 12" Concrete Curb	6" x 12" Concrete Curb	LF	\$46.20	5.00%	\$43.89	N/A	N/A

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
Construction Services	2 x 4 Pressure Treated Nailer Board	2 x 4 Pressure Treated Nailer Board	LF	\$12.49	5.00%	\$11.86	N/A	N/A
Construction Services	2 x 4 Composite Nailer Board	2 x 4 Composite Nailer Board	LF	\$16.06	5.00%	\$15.26	N/A	N/A
Construction Services	12" Perforated PVC or HDPE Pipe	12" Perforated PVC or HDPE Pipe	LF	\$48.40	5.00%	\$45.98	N/A	N/A
Construction Services	2" Finishing Stone In Place - Compacted & Laser Graded	2" Finishing Stone In Place - Compacted & Laser Graded	Per Ton	\$217.80	5.00%	\$206.91	N/A	N/A
Construction Services	4" Base Stone In Place - Compacted & Laser Graded	4" Base Stone In Place - Compacted & Laser Graded	Per Ton	\$60.50	5.00%	\$57.48	N/A	N/A
Construction Services	6" Stone Base for Synthetic Turf Installation	6" Stone Base for Synthetic Turf Installation	SF	\$4.50	5.00%	\$4.28	N/A	N/A
Pre-Design	Site Testing	Examination / Testing of existing site conditions for project feasibility	PCT	2% of proposed project budget		2% of proposed project budget	N/A	N/A
Design	Engineering / Construction Drawings	Typical required site design, engineering, and permitting	PCT	8% of proposed project budget		8% of proposed project budget	N/A	N/A
Design	Design Services	Design services	HOUR	\$99.75	5.00%	\$94.76	N/A	N/A
Warranty	Insured Shaw Sports Turf Warranty	3rd party insurance coverage on 8 year warranty (Shaw Sports Turf products only. Does not include base.)	EACH	3% of final turf portion of order	5.00%	2% of final turf portion of order	N/A	N/A
Bonding	Payment & Performance Bond	Provide Payment and Performance bonds when required	EACH	2% of the total contract value	5.00%	1.5% of the total contract value	N/A	N/A
Equipment	Redexim Base Rake with Tines	Maintenance Equipment	EACH	\$4,070.00	5.00%	\$3,866.50	N/A	N/A
Equipment	Redexim Speed Clean with Magnet	Maintenance Equipment	EACH	\$9,735.00	5.00%	\$9,248.25	N/A	N/A
Equipment	GreensGroomer 920SDE	Maintenance equipment	EACH	\$4,070.00	5.00%	\$3,866.50	N/A	N/A
Equipment	GreensGroomer Litter Kat	Maintenance equipment	EACH	\$9,735.00	5.00%	\$9,248.25	N/A	N/A
Equipment	Sweeper	Maintenance equipment	EACH	\$1,485.00	5.00%	\$1,410.75	N/A	N/A
Equipment	3 Gang Sweeper	Maintenance equipment	EACH	\$4,389.00	5.00%	\$4,169.55	N/A	N/A
Equipment	SMG TC1400	Maintenance equipment	EACH	\$10,725.00	5.00%	\$10,188.75	1 Year MFG Limited	N/A
Maintenance	Shaw Sports Turf BASIC Maintenance Plan	8 Premium Grooming Visits (1 visit each year of the warranty)	LS	\$36,000.00	5.00%	\$33,840.00	N/A	N/A
Maintenance	Shaw Sports Turf PLUS Maintenance Plan	16 Premium Grooming Visits (2 visits each year of the warranty)	LS	\$64,000.00	5.00%	\$60,160.00	N/A	N/A
Maintenance	Shaw Sports Turf PRO Maintenance Plan	32 Visits - 16 Standard Groomings and 16 Premium Groomings - (2 of each every year of the warranty)	LS	\$90,000.00	5.00%	\$84,600.00	N/A	N/A
Maintenance	Yearly GeoFill Maintenance	Maintenance and topdressing of Geofill systems	SF	\$0.53	5.00%	\$0.50	N/A	Yes
Maintenance	Field Grooming w/ Sportchamp or Equivalent Grooming Equipment (minimum charge \$2,500)	Maintenance to include inspection, and grooming of surface with Sportchamp (minimum charge \$2,500)	SF	\$0.07	5.00%	\$0.07	N/A	N/A

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
Maintenance	Rejuvenation Service for Synthetic Turf System	Rejuvenation of the turf system using process to bring older surfaces back to life utilizing specialized equipment to remove, screen, and re-install 10-20mm of infill while standing up fibers.	SF	\$0.60	5.00%	\$0.57	N/A	N/A
Maintenance	Seam Repairs - Cost in conjunction with Grooming or Rejuvenation (Min. Charge of \$2,500/day)	Synthetic turf seam repairs	LF	\$28.35	5.00%	\$26.93	N/A	N/A
Maintenance	Base Repairs - Cost in conjunction with Grooming or Rejuvenation (Min. Charge of \$2,500/day)	Sub-base repairs for synthetic turf system	SF	\$36.40	5.00%	\$34.58	N/A	N/A
Maintenance	Turf Repairs - Cost in conjunction with Grooming or Rejuvenation (Min. Charge of \$2,500/day)	Repairs to synthetic turf other than seam or inlay repairs	SF	\$45.15	5.00%	\$42.89	N/A	N/A
HydroChill	HydroChill Treatment for < 20,000 SF	Supply and Application of Hydrochill Evaporative Cooling System - 0 - 20,000 sq.ft.	SF	\$2.20	5.00%	\$2.09	4 Year Limited	No
HydroChill	HydroChill Treatment for 20,001-40,000 SF	Supply and Application of Hydrochill Evaporative Cooling System - 20,001 - 40,000 sq.ft.	SF	\$1.95	5.00%	\$1.85	4 Year Limited	No
HydroChill	HydroChill Treatment for > 40,001 SF	Supply and Application of Hydrochill Evaporative Cooling System - 40,001 and up sq.ft.	SF	\$1.65	5.00%	\$1.57	4 Year Limited	No
ProKure V	ProKure V Disinfectant Solution	ProKure V Disinfectant to clean and sanitize both hard and soft surfaces. Each packet makes 25 Gallons of liquid- enough to treat 25,000 square feet. Case includes 12 packets of material.	Case	\$1,850.00	5.00%	\$1,757.50	N/A	No
Replacement Parts	Pitchers Mound Lane Replacement	5'x 12' Pitchers mound Replacement (must be fabricated at time of initial installation). Does not include installation.	EACH	\$1,375.00	5.00%	\$1,306.25	N/A	N/A
Replacement Parts	Batters Box Replacement	Batter's box replacements (Left Side, Right Side, & Catcher's Box (must be fabricated at time of initial installation). Does not include installation.	SET	\$1,785.00	5.00%	\$1,695.75	N/A	N/A
Replacement Parts	Base Cutout Replacements	Base Leadoff / Slide Area Replacement (must be fabricated at time of initial installation). Does not include installation.	SET	\$2,525.00	5.00%	\$2,398.75	N/A	N/A
N/A	Shaw Grass Playground Turf System	Commercial Playground Turf System (includes turf, pad (when required), up to 4" crushed stone base, and Installation)	SF	\$21.50	5.00%	\$20.43	10 year MFG Limited (Turf Only)	Possible
N/A	Shaw Grass Turf System	Commercial or Residential turf installation including excavation, up to 4" crushed stone, turf and installation.	SF	\$21.50	5.00%	\$20.43		
N/A	Southwest Greens Putting Green (Including Base)	Southwest Greens Putting green including base	SF	\$16.30	5.00%	\$15.49	8 year MFG Limited (Turf Only)	Yes
N/A	Southwest Greens Play Lawn (Including Base)	Southwest Greens Play Lawn including base	SF	\$11.60	5.00%	\$11.02	8 year MFG Limited (Turf Only)	Yes
ShawGrass								
330SG	BERMUDA EXCHANGE	Turf Only - FOB Dalton, Georgia	SF	\$3.95	5.00%	\$3.75	10 yr. Residential / 5 yr. Commercial	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
331SG	BERMUDA ENTERPRISE	Turf Only - FOB Dalton, Georgia	SF	\$4.52	5.00%	\$4.30	10 yr. Residential / 5 yr. Commercial	
332SG	BERMUDA OPULENCE	Turf Only - FOB Dalton, Georgia	SF	\$4.79	5.00%	\$4.55	10 yr. Residential / 5 yr. Commercial	
358SG	BERMUDA K9	Turf Only - FOB Dalton, Georgia	SF	\$4.27	5.00%	\$4.06	10 yr. Residential / 5 yr. Commercial	
183SG	Summer Rye	Turf Only - FOB Dalton, Georgia	SF	\$5.88	5.00%	\$5.59	10 yr. Residential / 5 yr. Commercial	
184SG	Fresh Rye	Turf Only - FOB Dalton, Georgia	SF	\$5.54	5.00%	\$5.27	10 yr. Residential / 5 yr. Commercial	
345SG	Refuge	Turf Only - FOB Dalton, Georgia	SF	\$4.30	5.00%	\$4.08	10 yr. Residential / 5 yr. Commercial	
346SG	Serenity	Turf Only - FOB Dalton, Georgia	SF	\$4.79	5.00%	\$4.55	10 yr. Residential / 5 yr. Commercial	
347SG	Haven	Turf Only - FOB Dalton, Georgia	SF	\$5.40	5.00%	\$5.13	10 yr. Residential / 5 yr. Commercial	
348SG	Sanctuary	Turf Only - FOB Dalton, Georgia	SF	\$6.34	5.00%	\$6.02	10 yr. Residential / 5 yr. Commercial	
350SG	PARK 50	Turf Only - FOB Dalton, Georgia	SF	\$5.28	5.00%	\$5.01	10 yr. Residential / 5 yr. Commercial	
384SG	K9 PARK 50	Turf Only - FOB Dalton, Georgia	SF	\$5.40	5.00%	\$5.13	10 yr. Residential / 5 yr. Commercial	
351SG	GARDEN 65	Turf Only - FOB Dalton, Georgia	SF	\$5.12	5.00%	\$4.87	10 yr. Residential / 5 yr. Commercial	
352SG	MEADOW 80	Turf Only - FOB Dalton, Georgia	SF	\$5.81	5.00%	\$5.52	10 yr. Residential / 5 yr. Commercial	
353SG	Town Square 100	Turf Only - FOB Dalton, Georgia	SF	\$6.66	5.00%	\$6.33	10 yr. Residential / 5 yr. Commercial	
359SG	Trek	Turf Only - FOB Dalton, Georgia	SF	\$4.20	5.00%	\$3.99	10 yr. Residential / 5 yr. Commercial	
360SG	Adventure	Turf Only - FOB Dalton, Georgia	SF	\$4.77	5.00%	\$4.54	10 yr. Residential / 5 yr. Commercial	
361SG	Excursion 80	Turf Only - FOB Dalton, Georgia	SF	\$5.35	5.00%	\$5.08	10 yr. Residential / 5 yr. Commercial	
342SG	Meraki-Zeal	Turf Only - FOB Dalton, Georgia	SF	\$4.38	5.00%	\$4.16	10 yr. Residential / 5 yr. Commercial	
343SG	Meraki- Mania	Turf Only - FOB Dalton, Georgia	SF	\$4.96	5.00%	\$4.71	10 yr. Residential / 5 yr. Commercial	
344SG	Meraki-Craze	Turf Only - FOB Dalton, Georgia	SF	\$5.60	5.00%	\$5.32	10 yr. Residential / 5 yr. Commercial	
250SG	Journey	Turf Only - FOB Dalton, Georgia	SF	\$3.92	5.00%	\$3.72	10 yr. Residential / 5 yr. Commercial	
148SG	Spring Season - 5MM	Turf Only - FOB Dalton, Georgia	SF	\$6.20	5.00%	\$5.89	10 yr. Residential / 5 yr. Commercial	
149SG	Spring Fresh	Turf Only - FOB Dalton, Georgia	SF	\$4.49	5.00%	\$4.27	10 yr. Residential / 5 yr. Commercial	
152SG	All Seasons 1	Turf Only - FOB Dalton, Georgia	SF	\$3.47	5.00%	\$3.30	10 yr. Residential / 5 yr. Commercial	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
154SG	Spring Choice 2	Turf Only - FOB Dalton, Georgia	SF	\$4.68	5.00%	\$4.44	10 yr. Residential / 5 yr. Commercial	
156SG	All Seasons 2	Turf Only - FOB Dalton, Georgia	SF	\$5.03	5.00%	\$4.77	10 yr. Residential / 5 yr. Commercial	
157SG	All Seasons 2 - 5MM	Turf Only - FOB Dalton, Georgia	SF	\$6.73	5.00%	\$6.40	10 yr. Residential / 5 yr. Commercial	
247SG	First String	Turf Only - FOB Dalton, Georgia	SF	\$3.79	5.00%	\$3.60	10 yr. Residential / 5 yr. Commercial	
248SG	Five Star	Turf Only - FOB Dalton, Georgia	SF	\$3.98	5.00%	\$3.78	10 yr. Residential / 5 yr. Commercial	
316SG	Elevate 35 NY 5mm	Turf Only - FOB Dalton, Georgia	SF	\$6.73	5.00%	\$6.40	10 yr. Residential / 5 yr. Commercial	
317SG	Elevate 48 5mm	Turf Only - FOB Dalton, Georgia	SF	\$7.77	5.00%	\$7.38	10 yr. Residential / 5 yr. Commercial	
318SG	Elevate 68 5mm	Turf Only - FOB Dalton, Georgia	SF	\$9.32	5.00%	\$8.86	10 yr. Residential / 5 yr. Commercial	
730TF	Elevate 48	Turf Only - FOB Dalton, Georgia	SF	\$5.56	5.00%	\$5.28	10 yr. Residential / 5 yr. Commercial	
740TF	Elevate 68	Turf Only - FOB Dalton, Georgia	SF	\$6.73	5.00%	\$6.40	10 yr. Residential / 5 yr. Commercial	
121SG	Elevate 48 8mm	Turf Only - FOB Dalton, Georgia	SF	\$8.50	5.00%	\$8.07	10 yr. Residential / 5 yr. Commercial	
760TF	Elevate 68 8mm	Turf Only - FOB Dalton, Georgia	SF	\$9.52	5.00%	\$9.04	10 yr. Residential / 5 yr. Commercial	
840TF	Elevate 58**	Turf Only - FOB Dalton, Georgia	SF	\$6.22	5.00%	\$5.91	10 yr. Residential / 5 yr. Commercial	
224SG	Recess Run 1.25- Field Green	Turf Only - FOB Dalton, Georgia	SF	\$4.31	5.00%	\$4.10	10 yr. Residential / 5 yr. Commercial	
225SG	Recess Run 1.5- Field Green	Turf Only - FOB Dalton, Georgia	SF	\$4.69	5.00%	\$4.46	10 yr. Residential / 5 yr. Commercial	
226SG	Recess Jump 1.2- FG/Olive	Turf Only - FOB Dalton, Georgia	SF	\$4.51	5.00%	\$4.28	10 yr. Residential / 5 yr. Commercial	
227SG	Recess Jump 1.5- FG/ Olive	Turf Only - FOB Dalton, Georgia	SF	\$4.84	5.00%	\$4.60	10 yr. Residential / 5 yr. Commercial	
355SG	Imagination Creativity	Turf Only - FOB Dalton, Georgia	SF	\$4.84	5.00%	\$4.60	10 yr. Residential / 5 yr. Commercial	
321SG	Playcolor	Turf Only - FOB Dalton, Georgia	SF	\$5.38	5.00%	\$5.11	10 yr. Residential / 5 yr. Commercial	
229SG	Seaside Carmel	Turf Only - FOB Dalton, Georgia	SF	\$4.31	5.00%	\$4.10	10 yr. Residential / 5 yr. Commercial	
229SG	Seaside Carmel	Turf Only - FOB Dalton, Georgia	SF	\$4.31	5.00%	\$4.10	10 yr. Residential / 5 yr. Commercial	
230SG	Tips (Seaside Monticeto)	Turf Only - FOB Dalton, Georgia	SF	\$5.03	5.00%	\$4.77	10 yr. Residential / 5 yr. Commercial	
230SG	Tips (Seaside Monticeto)	Turf Only - FOB Dalton, Georgia	SF	\$5.03	5.00%	\$4.77	10 yr. Residential / 5 yr. Commercial	
014SG	NY Putt	Turf Only - FOB Dalton, Georgia	SF	\$5.18	5.00%	\$4.92	10 yr. Residential / 5 yr. Commercial	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
165SG	PLAYPAD 8	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	\$88.96	5.00%	\$84.51	MFG Standard Warranty	
PB200	PB2000 FIO THROUGH	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	\$95.13	5.00%	\$90.37	MFG Standard Warranty	
288SG	SP20XL	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	\$57.20	5.00%	\$54.34	MFG Standard Warranty	
AIRDR	AIR DRAIN	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	\$19.78	5.00%	\$18.79	MFG Standard Warranty	
166SG	MULTI USE PAD 7.5mm	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	\$2.06	5.00%	\$1.96	MFG Standard Warranty	
220SG	Multi Use Pad 5mm	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	\$1.72	5.00%	\$1.64	MFG Standard Warranty	
B30SG	PUTTINGFL3050	Putting Green Infill - FOB Dalton	EACH	\$37.80	5.00%	\$35.91	MFG Standard Warranty	
B16SG	GREEN BLACK SAND	Green and Black Sand - FOB Dalton	EACH	\$37.67	5.00%	\$35.79	MFG Standard Warranty	
G16SG	GREEN SAND	Green Sand - FOB Dalton	EACH	\$37.67	5.00%	\$35.79	MFG Standard Warranty	
G12SG	ENVIRO 12-20	Envirofill 12-20 sand - FOB plant	EACH	\$37.67	5.00%	\$35.79	MFG Standard Warranty	
169SG	HYDROCHILL SAND	HydroChill coated Sand - FOB Dalton, GA	EACH	\$33.52	5.00%	\$31.84	MFG Standard Warranty	
397SG	K9 Sand	K9 Sand Infill - FOB Dalton, GA	EACH	\$20.25	5.00%	\$19.24		
249SG	Landscape Geofill	Geofill Organic Infill - FOB Dalton, GA	EACH	\$46.37	5.00%	\$44.05	MFG Standard Warranty	
713SG	12" TURF TAPE	Seam Tape - FOB Plant	EACH	\$184.46	5.00%	\$175.24	MFG Standard Warranty	
257SG	Five Star 4" White Lines	White Turf for Lines - Turf Only FOB Dalton	EACH	\$212.44	5.00%	\$201.81	MFG Standard Warranty	
163SG	SEAM TAPE 12"	Seam Tape - FOB Plant	EACH	\$171.70	5.00%	\$163.11	MFG Standard Warranty	
710SG	1GALADH1PT	Adhesive - 1 Gallon - FOB Dalton	EACH	\$121.34	5.00%	\$115.27	MFG Standard Warranty	
711SG	5GALADH1PT	Adhesive - 5 Gallon - FOB Dalton	EACH	\$627.23	5.00%	\$595.87	MFG Standard Warranty	
712SG	29OZADHTBE	Adhesive -Tube - FOB Dalton	EACH	\$44.35	5.00%	\$42.13	MFG Standard Warranty	
162SG	2 PART OD ADHESIVE	2 Part Adhesive - Pail - FOB Dalton	EACH	\$156.17	5.00%	\$148.36	MFG Standard Warranty	
Install	Shawgrass/ Batting Cage Turf	Shawgrass / Batting Cage Turf Install for 0-2,500 Square Feet	SF	\$2.75	5.00%	\$2.61		
Install	Shawgrass / Batting Cage Turf	Shawgrass / Batting Cage Turf Install for 2,501-5,000 Square Feet	SF	\$2.50	5.00%	\$2.38		
Install	Shawgrass / Batting Cage Turf	Shawgrass / Batting Cage Turf for > 5,000 Square Feet	SF	\$2.25	5.00%	\$2.14		
Prices do not include applicable taxes. Shipping is included, unless otherwise noted as "FOB Dalton" or "FOB Mill".								
*For fields 0-24,999 square feet add 18% to total cost of project								
**For Fields 25,000 - 50,000 square feet add 14% to total cost of project								

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
***Add a maximum of 20% for Prevailing wage rates or maximum of 50% for Union Wage rates								
Watershed Geo								
N/A	ClosureTurf® System - Material	Material Only - Engineered Synthetic Turf and Geomembrane Components - Delivery Excluded - Quantity does not Include Waste/Overlap - Infill is included under separate line item	SF	\$2.50	5.00%	\$2.38	1 Year	
N/A	ClosureTurf® System - Installation	Installation Only - Price includes installation of ClosureTurf system with includes the Engineered Synthetic Turf, Geomembrane, and Sand Infill. This does not include sub-grade preparation, anchor trenches, earthwork preparation, and other site work. Prevailing Wage/Union Pricing is not Included.	SF	\$2.00	5.00%	\$1.90	1 Year	
N/A	HydroTurf® System - Material	Material Only - Includes HydroTurf CS or Z. HydroBinder infill included (Excludes Delivery) (Quantity does not Include Waste/Overlap)	SF	\$10.00	5.00%	\$9.50	1 Year	
N/A	HydroTurf® System - Installation	Installation Only - Price includes installation of HydroTurf system only. This does not include sub-grade preparation, anchor trenches, earthwork preparation, and other site work. Prevailing Wage/Union Pricing not Included.	SF	\$8.00	5.00%	\$7.60	1 Year	
N/A	Versa Cap® Material	Material Only - Synthetic turf with 1.25 inch monofilament fiber w Polyethylene(PE) Backing (Excludes Delivery)	SF	\$1.80	5.00%	\$1.71	1 Year	
N/A	Versa Cap® Installation	Installation Only - Price includes installation of VersaCap. This does not include sub-grade preparation, anchor trenches, earthwork preparation, and other site work. Prevailing Wage/Union Pricing not Included.	SF	\$1.75	5.00%	\$1.66	1 year	
N/A	Pressure Relief Valves	Material Only - Delivery not Included	Each	\$700.00	5.00%	\$665.00	N/A (Included within product or installation warranty)	
N/A	HydroBinder Infill	Material Only - includes the HydroBinder infill and delivery to the site.	Per 3,000 lb. Bag	\$650.00	5.00%	\$617.50	N/A (Included within product or installation warranty)	
N/A	Payment and performance Bonds	Provide Payment and Performance bonds when required	Each	\$0.03		\$0.02		
8 Lane Running Track on Existing Stable Base								
	Latex Running Track	Latex running track include all material and labor	SY	\$29.00	5.00%	\$27.55	MFG Standard Warranty	
	Poly Track Base Mat (SBR)	Polyurethane Track Base Mat (SBR) running track. Includes all material and labor.	SY	\$42.00	5.00%	\$39.90	MFG Standard Warranty	
	Poly Track Base Mat (EPDM)	Polyurethane Track Base Mat (EPDM) Running Track. Includes all material and labor.	SY	\$48.00	5.00%	\$45.60	MFG Standard Warranty	
	Poly Base Mat Structural (permeable)	Polyurethane Track Base Mat Structural running track (permeable). Includes all material and labor	SY	\$52.00	5.00%	\$49.40	MFG Standard Warranty	
	Poly Base Mat Structural (impermeable)	Polyurethane Track Base Mat Structural running track (impermeable). Includes all material and labor.	SY	\$57.00	5.00%	\$54.15	MFG Standard Warranty	
	Poly Base Mat Sandwich Track	Polyurethane Track Base Mat Sandwich system running track. Includes all material and labor	SY	\$74.00	5.00%	\$70.30	MFG Standard Warranty	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
	10 mm Full Pour	Polyurethane Track Full Pour running track (impermeable -10mm). Includes all material and labor.	SY	\$76.00	5.00%	\$72.20	MFG Standard Warranty	
	13 mm Full Pour	Polyurethane Track Full Pour (Impermeable- 13mm) running track. Includes all material and labor.	SY	\$96.00	5.00%	\$91.20	MFG Standard Warranty	
	Latex Running Track Resurface	Latex running track. Includes all material and labor	SY	\$25.00	5.00%	\$2.64	MFG Standard Warranty	
	Poly Track Resurface (Black)	Resurface of black polyresin track surface. Includes all materials and labor.	SY	\$22.00	5.00%	\$20.90	MFG Standard Warranty	
	Poly Track Resurface (Red)	Resurface of red polyresin track surface. Includes all material and labor	SY	\$28.00	5.00%	\$26.60	MFG Standard Warranty	
	Polyurethane Base Mat Track Resurfacing	Polyurethane Track Base Mat Sandwich running track. Includes all material and labor	SY	\$34.00	5.00%	\$32.30	MFG Standard Warranty	
	Polyurethane Full Pour Track Resurface	Up to 7 mm retop of impermeable running track surface. Includes all material and labor.	SY	\$69.00	5.00%	\$65.55	MFG Standard Warranty	
	NGT ProTraxx Elite 13 mm	13 mm ProTraxx Elite Track System. Includes surface preparation, sundries, and installation. Custom colors not included.	SF	\$27.30	5.00%	\$26.00	MFG Standard Warranty	
	NGT ProTraxx Elite 12 mm	12 mm ProTraxx Elite Track System. Includes surface preparation, sundries, and installation. Custom colors not included.	SF	\$25.20	5.00%	\$24.00	MFG Standard Warranty	
	NGT ProTraxx Elite 10 mm	10 mm ProTraxx Elite Track System. Includes surface preparation, sundries, and installation. Custom colors not included.	SF	\$23.10	5.00%	\$22.00	MFG Standard Warranty	
	NGT ProTraxx Elite 8 mm	18 mm ProTraxx Elite Track System. Includes surface preparation, sundries, and installation. Custom colors not included.	SF	\$21.00	5.00%	\$20.50	MFG Standard Warranty	
	NGT ProTraxx Elite 6mm	6 mm ProTraxx Elite Track System. Includes surface preparation, sundries, and installation. Custom colors not included.	SF	\$20.75	5.00%	\$19.75	MFG Standard Warranty	
	Painted Logo	Custom Painted Logo	EACH	\$2,100.00	5.00%	\$2,000.00	MFG Standard Warranty	
	Painted Lines	Painted Track Lines. 6 or 8 Lane.	SF	\$2.10	5.00%	\$2.00	MFG Standard Warranty	
	Painted Letters	Painted Letters	EACH	\$540.75	5.00%	\$515.00	MFG Standard Warranty	
	Track Restriping	Restriping of existing running track. Includes materials and labor.	LS	\$17,500.00	5.00%	\$16,625.00	N/A	
	Track Surface Cleaning	Deep cleaning of running track system and removal of foreign materials.	SF	\$0.75	5.00%	\$0.72	N/A	
	Pole Vault Pit	Pole Vault Pit	Each	\$2,100.00	5.00%	\$1,995.00	MFG Standard Warranty	
	Take-Off Boards	Take-Off Boards	Each	\$1,300.00	5.00%	\$1,235.00	MFG Standard Warranty	
	Shot Put Toe Boards	Shot Put Toe Boards	Each	\$950.00	5.00%	\$902.50	MFG Standard Warranty	
	Shot Put Rings	Shot Put Rings	Each	\$1,100.00	5.00%	\$1,045.00	MFG Standard Warranty	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
	Discus Rings	Discus Rings	Each	\$1,600.00	5.00%	\$1,520.00	MFG Standard Warranty	
	Combination Hammer/Discus Cage and cage must meet IAAF rules	Combination Hammer/Discus Cage and cage must meet IAAF rules	Each	\$33,000.00	5.00%	\$31,350.00	MFG Standard Warranty	
	Hammer/Discus Conversion Ring	Hammer/Discus Conversion Ring	Each	\$55,000.00	5.00%	\$52,250.00	MFG Standard Warranty	
	Water Jump Hurdle with sleeves	Water Jump Hurdle with sleeves	Each	\$8,750.00	5.00%	\$8,312.50	MFG Standard Warranty	
	Water Jump Cover	Water Jump Cover	Each	\$8,750.00	5.00%	\$8,312.50	MFG Standard Warranty	
	Removable Track Curbing. The curb shall meet the requirements of the IAAF.	Removable Track Curbing. The curb shall meet the requirements of the IAAF.	Each	\$24.00	5.00%	\$22.80	MFG Standard Warranty	
	Long Jump Sandpits and Traps.	Long Jump Sandpits and Traps.	Each	\$18,000.00	5.00%	\$17,100.00	MFG Standard Warranty	
	Sand for Sand Pits and Traps	Sand for Sand Pits and Traps	Each	\$55.00	5.00%	\$52.25	MFG Standard Warranty	
	Football Goal Posts - Set	Football Goal Posts - Set	Each	\$25,000.00	5.00%	\$23,750.00	MFG Standard Warranty	
	Soccer Goals - Set	Soccer Goals - Set	Each	\$12,000.00	5.00%	\$11,400.00	MFG Standard Warranty	
	Portable Pitchers Mound	Portable Pitchers Mound including Turf Covering	Each	\$6,500.00	5.00%	\$6,175.00	MFG Standard Warranty	
	Batting Cages	Batting Cages	Each	\$20,000.00	5.00%	\$19,000.00	MFG Standard Warranty	
*All track pricing based on standard black or red color. Manufacturer's standard warranty. Min. 45,000 square feet.								
Please note that all pricing is ceiling pricing. Final pricing will be determined based on customers sepcific needs								
is included, unless otherwise noted as "FOB Dalton" or "FOB Mill".								
*For fields 0-24,999 square feet add 18% to total cost of project								
**For Fields 25,000 - 50,000 square feet add 14% to total cost of project								
***Add a maximum of 20% for Prevailing wage rates or maximum of 50% for Union Wage rates								

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



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www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

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, 2026**. 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.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(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

C# 5667

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 CIP Carlisle Drainage Improvements (Scottsdale Court to Carlisle Drive East) D7 COM Project: 2025-3005-10

PROJECT #: C0992 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$330,000.00

VENDOR NAME: TTL, Inc.

VENDOR NUMBER: 297899

DEPT #: 3005 DEPT NAME: Engineering

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ **N X** ___; 5% of the 1st 50% ___ 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: Jessica White Date 1/21/2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council Person Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized 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 **TTL Inc.** for work as outlined in the contract attached hereto, regarding **2025 CIP Carlisle Drainage Improvements (Scottsdale Court to Carlisle Drive East)**, and made a part hereof as set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: TTL, Inc.

Project Name: 2025 CIP Carlisle Drainage Improvements (Scottsdale Court to
Carlisle Drive East) D7
COM Project: 2025-3005-10

Cost: \$330,000.00

ADOPTED:

City Clerk



**2025 CIP CARLISLE DRAINAGE IMPROVEMENTS
(SCOTTSDALE COURT TO CARLISLE DRIVE EAST)**

PROJECT NO. 2025-3005-10

CONSULTANT:

TTL, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This **CONTRACT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and **TTL, Inc.** (hereinafter "CONSULTANT"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

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

CONSULTANT – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is TTL, Inc. The engineering company shall assign a PROJECT ENGINEER to oversee, make decisions, and be in responsible charge of the PROJECT.

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

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

INSPECTOR – An authorized representative of the CONSULTANT, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the CITY ENGINEER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

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

PROJECT – 2025 CIP Carlisle Drainage Improvements, Scottsdale Court to Carlisle Drive East, City of Mobile Project No. 2025-3005-10. This is for engineering design and construction inspection services for drainage ditch improvements through Carlisle Subdivision. See Exhibit A for approximate project limits. The professional engineering services may include design, preparation of plans, specifications, cost estimates, and bid documents; advertisement and evaluation of bids; recommendation of a low bidder; and construction inspection services as directed by the CITY ENGINEER.

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

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. 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.

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

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

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the CONSULTANT shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Provide cost estimates and alternatives for construction of the PROJECT.
- d. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- e. CONSULTANT shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate

resolution of utility conflicts with utility companies and document correspondence.

- f. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.
 - g. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the CONSULTANT'S final pay request if this item is excluded from the PROJECT bid package.
 - h. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. CONSULTANT shall attend Tree Commission Meeting(s), if required.
 - i. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
 - j. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.
 - k. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
3. Design Surveys
- a. Upon a NOTICE TO PROCEED by the CITY, the CONSULTANT shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by CONSULTANT as field surveyed information. Design shall be based on actual field surveys conducted by CONSULTANT and not

information compiled from above-mentioned documents/files. The CONSULTANT shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
- c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
- d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Benchmarks shall be tied to USGS benchmarks, or other approved elevation datum.
- e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
- f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.
- b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
- (1) Existing right of way, easements (temporary and permanent) and property lines.
 - (2) Edge of existing and proposed Channel.

(3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The CONSULTANT shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The CONSULTANT shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include concrete ditch section repair, culvert repair, pipe repair, and ditch outfall stabilization. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The CONSULTANT shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the CONSULTANT'S intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the CONSULTANT.

a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the CONSULTANT on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the CONSULTANT shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the CONSULTANT'S written responses from the previous submittal.

(1) **30% Design Submittal** (approximately 30% completion) shall be made **Eight (8) weeks** after Notice to Proceed. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, design parameters, topographic

information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after 30% comments are received by CONSULTANT. Plan and profile layout sheets, cross-section sheets, typical sections, erosion control and sedimentation prevention plan, summary of quantities, CONSULTANT'S cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted, if necessary. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by CONSULTANT. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The CONSULTANT will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.
 - (4) **100% Design Submittal** (Issued for Bid Package) shall be made **Two (2) weeks** after 90% comments are received by CONSULTANT. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by CONSULTANT pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. CONSULTANT shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
 - d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet

of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. The CITY shall have a perpetual, royalty-free, non-exclusive license to use, reproduce, or modify any and all documents, plans, specifications, drawings, electronic files, reports, and other work product prepared by ENGINEER under this Agreement for any purpose related to the construction, operation, maintenance, or future modification of the PROJECT or any other CITY project. Such reuse shall be at the CITY's sole risk, and the CONSULTANT shall not be liable for any claims, damages, or losses arising out of or resulting from such reuse, unless CONSULTANT is engaged for such reuse and compensated under a separate written agreement. Upon termination or expiration of this CONTRACT, CONSULTANT shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and all work products produced, developed, or used by the CONSULTANT for this PROJECT.
- f. CONSULTANT deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on CONSULTANT'S standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, CONSULTANT makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the CONSULTANT or any other third party that the CONSULTANT relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the CONSULTANT and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

- b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
- c. The CONSULTANT shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The CONSULTANT shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
- d. The CONSULTANT will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT'S estimate of cost of the PROJECT should be indicated on this list.
- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the CONSULTANT shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The CONSULTANT shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. CONSULTANT shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD

SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The CONSULTANT shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the CONSULTANT shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The CONSULTANT shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The CONSULTANT shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The CONSULTANT shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The CONSULTANT shall ensure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The CONSULTANT shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The CONSULTANT shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The CONSULTANT shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The CONSULTANT shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the CONSULTANT. The parties agree that throughout the life of the contract that the CONSULTANT shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the CONSULTANT. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of

CONSULTANT'S technical staff, inspectors, observers, engineers or agents, all acts by the CONSULTANT, or CONSULTANT'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the CONSULTANT.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the CONSULTANT'S agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the CONSULTANT relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The CONSULTANT shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

- j. The CONSULTANT shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to ensure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed, the CONSULTANT shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the CONSULTANT'S recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the CONSULTANT, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the CONSULTANT that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the CONSULTANT shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The CONSULTANT will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the CONSULTANT regarding the monthly workday charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the CONSULTANT and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the CONSULTANT and the CONTRACTOR. If the CONTRACTOR has not informed the CONSULTANT in writing of any disagreement with the monthly workday charge within ten (10) workdays of the original report date, such monthly workday charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the CONSULTANT to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the CONSULTANT of the time and location work on the PROJECT will resume.

- b. The CONSULTANT will provide daily updates including progress photos to a text message group provided by the CITY.

- c. The CONSULTANT will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. CONSULTANT shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. CONSULTANT shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a

period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT'S duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT'S liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the CONSULTANT for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the rates stated in the CONSULTANT'S Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional engineering services, as shown in the CONSULTANT'S Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

- a. After receipt of a NOTICE TO PROCEED from the CITY, the CONSULTANT shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. **Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$58,000.00 (Fifty-Eight Thousand Dollars and Zero Cents).**
- b. Based on the results of the 30% submittal review, CONSULTANT shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. **Payment for work performed in Section III.A from 30% through 60% Design completion shall not exceed \$34,000.00 (Thirty-Four Thousand Dollars and Zero Cents).**
- c. Based on the results of the 60% submittal review, CONSULTANT shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. **Payment for work performed in Section III.A from 60% through 90% of this CONTRACT shall not exceed \$34,000 (Thirty-Four Thousand Dollars and Zero Cents).**

- d. Based on the results of the 90% submittal review, CONSULTANT shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. **Payment for work performed in Section III.A from 90% through 100% Design of this CONTRACT shall not exceed \$11,500.00 (Eleven Thousand Five Hundred Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents).**
- e. Upon letting of the contract for construction of this PROJECT, compensation to the CONSULTANT shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The CONSULTANT'S invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed \$150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT'S compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the CONSULTANT the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. **Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$35,000.00 (Thirty-Five Thousand Dollars and No Cents).**
- 2. In the event of termination of this Agreement due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT'S obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned

PROJECT shall not exceed \$330,00.00 (Three Hundred Thirty Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CITY and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the CITY, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the CITY for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the CITY. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the CITY except as permissible under §41-9A-3, Code of Alabama (1975) or subsequent codifications thereof.

B. INSURANCE:

For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each PROJECT:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$2,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident	Bodily
Injury by Disease	\$1,000,000 policy limit	Bodily
Injury by Disease	\$1,000,000 each employee	
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by CONSULTANT.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit/Products, Completed Operations Aggregate: \$2,000,000/\$2,000,000
- d. Automobile Liability Insurance:
Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

5. Subconsultant Monitoring & Compliance

- a. CONSULTANT shall:
 - i. Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of CONSULTANT.
 - ii. Obtain and verify insurance certificates and endorsements from subconsultants before allowing commencement of work.
 - iii. Actively monitor subconsultant insurance compliance throughout project duration and promptly remedy non-compliance.
 - iv. Upon CITY request, furnish documented evidence of subconsultant compliance, monitoring activities, and corrective actions taken.
- b. Non-compliance with insurance requirements constitutes a material breach allowing CITY remedies including withholding payments, suspending services, immediate contract termination for cause, and recovery of costs to cure non-compliance.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

D. SURVIVAL

All indemnity obligations and insurance requirements under this CONTRACT shall survive termination or expiration of this CONTRACT and remain enforceable for two years after the last Date of Substantial Completion.

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Improvement Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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.

X. ANTI-DISCRIMINATION CLAUSE

The 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law principles. Any claim, dispute, or cause of action arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Mobile County, Alabama. The parties expressly consent to the exclusive jurisdiction and venue of such courts and waive any objection based on forum non conveniens or any similar doctrine.

XII. TRIMBLE UNITY CONSTRUCT

The CITY utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. CONSULTANT shall use TUC as an essential component to project management with the City of Mobile.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the CITY's behalf with respect to the PROJECT is the CITY ENGINEER or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o CITY ENGINEER
As: City's Authorized Agent
P.O. Box 1827
Mobile, AL 36633

CONSULTANT:
TTL, INC.
c/o ANDY MCCARTNEY
AS CONSULTANT'S AUTHORIZED AGENT
9797 TIMBER CIRCLE, SUITE A
DAPHNE, AL 36527

C. Any change in the CONSULTANT's Representative will be promptly communicated to the CITY.

XIV. DEFAULT/ BREACH

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.

XV. EFFECT OF DEFAULT

Upon the occurrence of default, CITY shall have rights which include but are not limited to (1) the right to keep this CONTRACT in effect and sue CONSULTANT for all damages caused by the default and recover the cost thereof; (2) the right to cure any such default by CONSULTANT and to recover any damages caused thereby; and (3) the right to terminate this CONTRACT either as to the entire PROJECT or part thereof, in either case by giving CONSULTANT written notice of such termination. In the event of termination of this Agreement by the City because of the CONSULTANT's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONSULTANT and may finish the

Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. PEER REVIEW/VALUE ENGINEERING

The CITY reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the PROJECT at any stage. CONSULTANT 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, CONSULTANT shall implement such recommendations as directed by the CITY, subject to equitable adjustments if necessary.

XVII. MISCELLANEOUS.

A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this CONTRACT be construed to grant any rights, privileges, or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the CONSULTANT's performance under this Contract.

E. The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

F. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between 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 CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.

Q. Amendment and Waiver. This CONTRACT may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the CONSULTANT agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and CONSULTANT each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. The CONSULTANT shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

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

W. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

CITY OF MOBILE, A Municipal Corporation

By: _____
Spiro Cheriogotis
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

TTL, INC

By: *Andy McCart*

Print: ANDY MCCARTNEY

Its: REGIONAL LEADER

Address: 9797 TIMBOR CIRCLE, SUITE A
DAPHNE, AL 36527

Telephone: (251) 332-3600

STATE OF ALABAMA
CITY OF ~~MOBILE~~ Spanish Fort

I, Mathew Davis, a Notary Public in and for said State and County, hereby
certify that John Andrew McCartney whose name as Regional Leader of
TTL, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before
me on this day, that, being informed of these contents of the conveyance, he as such officer and
with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 10 day of December 2025.



Mathew Davis
NOTARY PUBLIC

My Commission Expires: 03/04/2028

EXHIBIT A: PROJECT LOCATION



EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2025 CIP CARLISLE DRAINAGE IMPROVEMENTS (SCOTTSDALE COURT TO CARLISLE DRIVE EAST)**, City of Mobile Project No. **2025-3005-10**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$2,250,000.00 [**Two Million, Two-Hundred-Fifty Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (all phases) to be paid the CONSULTANT shall not exceed \$330,000.00 [**Three Hundred Thirty Thousand Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 7

FUNDING SOURCE: 2025 CIP

EXHIBIT C: FEE SCHEDULE

CONSULTANT'S SUMMARY OF HOURLY RATES

TTL

2026 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	\$76.00 / Hour
Project Administrator II	\$84.00 / Hour
Project Administrator III	\$90.00 / Hour
Project Administrator IV	\$98.00 / Hour
Project Administrator V	\$110.00 / Hour
Project Administrator VI	\$117.00 / Hour
Project Administrator VII.....	\$126.00 / Hour
Project Administrator VIII.....	\$132.00 / Hour
Project Technician I.....	\$67.00 / Hour
Project Technician II.....	\$69.00 / Hour
Project Technician III.....	\$73.00 / Hour
Project Technician IV.....	\$78.00 / Hour
Project Technician V.....	\$85.00 / Hour
Project Technician VI.....	\$92.00 / Hour
Senior Project Technician I.....	\$101.00 / Hour
Senior Project Technician II.....	\$107.00 / Hour
Senior Project Technician III.....	\$113.00 / Hour
Senior Project Technician IV.....	\$128.00 / Hour
Senior Project Technician V.....	\$139.00 / Hour
Senior Project Technician VI.....	\$147.00 / Hour
Senior Project Technician VII.....	\$154.00 / Hour
Field Coordinator / Field Supervisor.....	\$128.00 / Hour
NACE Level I Technician.....	\$133.00 / Hour
NACE Level II Technician.....	\$149.00 / Hour
NACE Level III Technician.....	\$200.00 / Hour
NDT Steel/ASNT Level I Technician.....	\$128.00 / Hour
NDT Steel/ASNT Level II Technician.....	\$133.00 / Hour
NDT Steel/ASNT Level III Technician.....	\$200.00 / Hour
NDT Steel/AWS Certified Welding Inspector.....	\$128.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$133.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$145.00 / Hour
Metals QA/QC Manager I.....	\$197.00 / Hour
Metals QA/QC Manager II.....	\$202.00 / Hour
Metals QA/QC Manager III.....	\$210.00 / Hour
Professional Land Surveyor I.....	\$165.00 / Hour
Professional Land Surveyor II.....	\$197.00 / Hour
Professional Land Surveyor III.....	\$220.00 / Hour
Professional Land Surveyor IV.....	\$245.00 / Hour
Project Professional I.....	\$154.00 / Hour
Project Professional II.....	\$166.00 / Hour
Project Professional III.....	\$179.00 / Hour
Project Professional IV.....	\$192.00 / Hour
Project Professional V.....	\$205.00 / Hour
Project Professional VI.....	\$215.00 / Hour
Project Professional VII.....	\$230.00 / Hour
Senior Project Professional I.....	\$238.00 / Hour
Senior Project Professional II.....	\$249.00 / Hour
Senior Project Professional III.....	\$258.00 / Hour
Senior Project Professional IV.....	\$269.00 / Hour

Staff Position	Rate
Senior Project Professional V.....	\$280.00 / Hour
Senior Project Professional VI.....	\$290.00 / Hour
Senior Project Professional VII.....	\$300.00 / Hour
Project Manager I.....	\$160.00 / Hour
Project Manager II.....	\$172.00 / Hour
Project Manager III.....	\$183.00 / Hour
Project Manager IV.....	\$196.00 / Hour
Project Manager V.....	\$207.00 / Hour
Project Manager VI.....	\$220.00 / Hour
Project Manager VII.....	\$230.00 / Hour
Senior Project Manager I.....	\$240.00 / Hour
Senior Project Manager II.....	\$250.00 / Hour
Senior Project Manager III.....	\$260.00 / Hour
Senior Project Manager IV.....	\$270.00 / Hour
Senior Project Manager V.....	\$280.00 / Hour
Senior Project Manager VI.....	\$290.00 / Hour
Senior Project Manager VII.....	\$300.00 / Hour
Senior Project Manager VIII.....	\$310.00 / Hour
Senior Project Manager IX.....	\$325.00 / Hour
Principal I.....	\$295.00 / Hour
Principal II.....	\$305.00 / Hour
Principal III.....	\$315.00 / Hour
Principal IV.....	\$325.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.20/Sheet
Plotter Prints (Black and White).....	\$1.00/Sq Ft
Plotter Prints (Color).....	\$2.00/Sq Ft
Mylar Prints.....	\$6.00/Sq Ft

Notes:

- Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
- Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
- Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
- A two hour minimum charge per site visit will be applied to all technician level staff positions.
- A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
- Sub-Consultants billed through TTL shall be subject to an additional 15 percent administrative fee.

EXHIBIT D: CONSULTANT'S FEE DISBURSEMENT SCHEDULE

Design Phase 30%	\$58,000.00
Design Phase 60%	\$34,000.00
Design Phase 90%	\$34,000.00
Design Phase 100%	\$11,500.00
 Pre-Bid to Pre-Construction Phase	 \$7,500.00
 Construction Phase	 \$150,000.00
 Base Contract Amount.....	 \$295,000.00
 Additional Services (if requested in writing by the City Engineer).....	 \$35,000.00
 Total Contract Amount including Additional Services.....	 \$330,000.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CONSULTANT'S Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addenda
- INSPECTOR's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2025

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

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

PRODUCER Risk Strategies Company 2081 Columbiana Road Birmingham, AL 35242 www.risk-strategies.com	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): E-MAIL ADDRESS: jmurk@risk-strategies.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company (A+, XV) INSURER B: Arch Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32603 21199
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COVERAGES **CERTIFICATE NUMBER:** 88185701 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEC-9087310-09	6/1/2025	6/1/2026	Each Claim \$1,000,000 Aggregate \$1,000,000
B	Cyber Liability			NPL1135344-00	10/1/2025	10/1/2026	Each Claim/Aggregate \$5,000,000

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

RE: Project #2025-3005-10, 2025 CIP Carlisle Drainage Improvements Scottsdale Court To Carlisle Drive East.
Waiver of Subrogation applies in accordance with policy terms and conditions. Thirty (30) Day Notice of Cancellation applies except ten (10) day notice for nonpayment. These provisions must be required and accepted by the insured in written contract or agreement.

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

Michael Jackson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2025

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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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Mitchell Walck	
	PHONE (A/C, No, Ext): 470.582.9324	FAX (A/C, No): 470.582.9324
INSURED TTL, Inc. 3516 Greensboro Ave Tuscaloosa, AL 35401	E-MAIL ADDRESS: greylingcerts@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Company	
	INSURER B: The Phoenix Insurance Company	
	INSURER C: Travelers Property Casualty Co of Amer	
	INSURER D: The Travelers Indemnity Company of CT	
INSURER E: Scottsdale Insurance Company		
INSURER F: AL Workers Comp Self Ins Fund (AlaCOMP)		

COVERAGES

CERTIFICATE NUMBER: 1988277976

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 ☒ Contractual Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6304X460787	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 DRONE LIABILITY \$ Included
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			8104X118527	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP4X374314	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	☒ 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			UB4X119259 P100608AL2025	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
E	☐ Pollution Liability			VRS0007860	1/1/2025	1/1/2026	Claim Limit 6,000,000 Claims Agg Limit 7,000,000

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

Re: 2025 CIP CARLISLE DRAINAGE IMPROVEMENTS SCOTTSDALE COURT TO CARLISLE DRIVE EAST 2025-3005-10.

City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

The above referenced liability policies are primary & non-contributory where required by written contract.

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

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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**EXHIBIT G: E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION
PRINTOUT, AND SECRETARY OF STATE REGISTRATION**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared H. Dean McClure (affiant) who, being duly sworn says as follows:

CEO of TTL, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for TTL, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said TTL, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 131102.

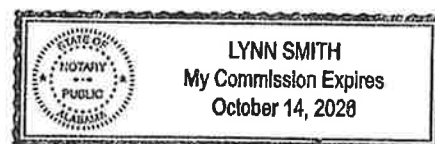
H. Dean McClure

CEO of TTL, Inc.

Sworn to and subscribed before me this the 8th day of December, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

[Signature]
Signature and Seal of Notary Public



Company ID Number: 131102

**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 the TTL, Inc. (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 antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 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@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

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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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.

Company ID Number: 131102

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 131102

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.

Company ID Number: 131102

Approved by:

Employer TTL, Inc.	
Name (Please Type or Print) James R Poland	Title
Signature Electronically Signed	Date 06/25/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/25/2008

Company ID Number: 131102

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	TTL, Inc.
Company Facility Address	3516 Greensboro Ave Tuscaloosa, AL 35401
Company Alternate Address	
County or Parish	TUSCALOOSA
Employer Identification Number	630585231
North American Industry Classification Systems Code	541
Parent Company	TTL, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	6

Company ID Number: 131102

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

ALABAMA	3 site(s)
GEORGIA	2 site(s)
TENNESSEE	1 site(s)

Company ID Number: 131102

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name James R Poland
Phone Number (205) 345 - 0816 ext. 1159
Fax Number (205) 343 - 0646
Email Address jpoland@ttlusa.com

Company ID Number: 131102

Page intentionally left blank

EXHIBIT H: SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OFFICE OF SMALL BUSINESS DEVELOPMENT

Return to Office Small Business Development

Via email at archonique.kidd@cityofmobile.org
P.O. Box 1948

Mobile, AL 36633

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

CONTRACTOR:	Certified DBE:	YES	NO
-------------	----------------	-----	----

DESCRIPTION:	Estimated Completion Date:
--------------	----------------------------

This report is for the month of: (CHECK ONE):	JAN	APR	JULY	OCT
	FEB	MAY	AUG	NOV
	MARCH	JUNE	SEPT	DEC
	FINAL _____			

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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

Section I. Information about your company **FORM 1: Background and Plan**

Company	TTL, Inc.
Address	9797 Timber Circle, Suite A, Daphne, AL 36527
Telephone	(251) 332-3600
E-Mail	amccartney@ttlusa.com

RFP/RFQ Solicitation Number	
Project Description	2025 CIP Carlisle Drainage Improvements Scottsdale Court to Carlisle Drive East
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: TTL - Andy McCartney, P.E.
Signature:  Date: 12/22/2025
Title: Regional Leader

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: Kyle Melton Title: Project Manager
Email: kmelton@ttlusa.com Phone: (251) 332-3600



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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company TTL, Inc. Your Bid/Proposal Amount \$ \$330,000.00 Date: _____

12	/	10	/	2025	Description	2025 CIP Carlisle Drainage Improvements	Scottsdale Court to Carlisle Drive East
Name of Bidder/Proposer:					<u>TTL, Inc.</u>		

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: TTL, Inc.

Contact Person: Andy McCartney, P.E. Phone (251) 332-3600 Email amccartney@ttlusa.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
N/A		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		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
Yes		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.
N/A		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.
N/A		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.)
N/A		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs a reasonable time to respond.
N/A		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

N/A		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
N/A		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.
N/A		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. _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Temple Inc for four Speedcheck-15 radar speed signs for Traffic Engineering.

Amount of Contract:

\$26,088.00

Funding Source

Capital - Traffic Calming Devices, operating supplies

ATTACHMENTS:

1. 20260121 Temple Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 Temple Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Temple Inc for four Speedcheck-15 radar speed signs for
Traffic Engineering.
Capital - Traffic Calming Devices, operating supplies

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$26,088.00

FUNDING SOURCE:

Budget Item: See Requisitions

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, a 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>6192</u>	2026	(2060) TRAFFIC ENGINEERING	FOUR SPEEDCHECK-15 RADAR SPEED SIGNS FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT)	\$26,088.00	<u>(280034) TEMPLE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006192-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 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
01/06/26	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER YOUR QUOTE SPEEDCHECK-15 RADAR SPEED SIGN SpeedCheck-15 yellow 88 + yellow "SLOW DOWN" SpeedCheck-15 sign (30 x 42 in) with "YOUR SPEED" on two lines (FYG) SpeedCheck-15 mount set (side of pole, 4-6" OD) Output harnessing for control of 2x 12 VDC beacons (4 conductor) AC inside display (SpeedCheck-15 only) Conduit kit: flexible conduit and fittings (no harnesses/conductors), ¾ in trade size, 16 ft Software Package: Speed Check Manager and Traffic Analyzer software for PC Bluetooth USB dongle Installation kit Vendor Item	4.00 EACH	5304.00000	21216.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0056 .OPERSUPPLS.			21216.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006192-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 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
01/06/26	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	15' Pedestal Pole Assembly 15' Aluminum Pole (black powder coat) Octagonal Base Anchor Bolts (4)' Vendor Item	4.00 EACH	1218.00000	4872.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0056 .OPERSUPPLS.			4872.00
	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 00006192-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/26	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 26088.00

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

Account	Amount	Remaining Budget
E C0056 .OPERSUPPLS.	26088.00	8887.94

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	26088.00	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/06/26	ADAM SPENCE	Auto approved by: 91054000
Approved	01/06/26	JENNIFER WHITE	
Approved	01/06/26	BRENDA RHODES	
Approved	01/06/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/06/26	RELYA MALLORY	Auto approved by: 910511034
Queued	01/06/26	DONALD ROSE	Auto approved by: 910511034
Queued	01/06/26	SANDRA LEWIS	Auto approved by: 910511034
Queued	01/06/26	STEVEN KRONINGER	Auto approved by: 910511034
Queued	01/06/26	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	01/06/26	JAMES NEESE	Auto approved by: 910511034
Queued	01/06/26	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	01/06/26	REBECCA CRUMPLER	Auto approved by: 910511034
Queued	01/06/26	ANNE FOLEY	Auto approved by: 910511034

=====	=====
Bill To	Requisition 00006192-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor	Ship To
TEMPLE INC	ELECTRICAL
P O BOX 2066	854 GAYLE STREET
	MOBILE, AL 36604
DECATUR, AL 35602	
Tel#256-353-3820	Delivery Reference
Fax 256-353-3351	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
01/06/26	280034
	TRAFFIC ENGINEERING
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Queued	01/06/26 JOHN PAINE			
		Auto approved by: 910511034		

Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer with herbicide for Azalea City Golf Course.

Amount of Contract:

\$15,069.00

Funding Source

General fund - Azalea City Golf Course Expense

ATTACHMENTS:

1. 20260121 Harrells Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 Harrells LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Harrells LLC for fertilizer with herbicide for Azalea City Golf Course.

General fund - Azalea City Golf CourseExpense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,069.00

FUNDING SOURCE:

Budget Item: See Requisitions

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, a 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>6205</u>	2026	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER AND HERBICIDE FOR AZALEA CITY GOLF COURSE (PRICE BELOW BID REQUIREMENT)	\$15,069.00	<u>(270772)</u> <u>HARRELLS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006205-00 FY 2026 PO 26004018 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521876 Status: Converted	Page 1
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
---------------------------------------	---

LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/26	270772				AZALEA CITY GOLF COURSE

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

General Notes

001	QUOTE BY BRETT DRINKWINE. FERTILIZER AS SPECIFIED:	40.00	27.75000	1110.00
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Additional Description Notes

FAIRWAY GRADE FERTILIZER WITH 0.125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE FEBRUARY 24, 2026, 50 POUND BAGS.

Vendor Item
Inventory Item/Loc 14207

1	6130.70.20.0000.0000.2005.0000.0000.44020.			1110.00
---	--	--	--	---------

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006205-00 FY 2026 PO 26004018 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521876 Status: Converted	Page 2
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
---------------------------------------	---

LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/26	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
002	FERTILIZER BULK, AS SPECIFIED :	11.00 TON	1110.00000	12210.00

Additional Description Notes

FAIRWAY GRADE FERTILIZER WITH 0.125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). 2000-POUND BAGS, TO BE DELIVERED AND SPREAD FEBRUARY 24, 25 OR 26, 2026 BEGINNING AT 5:30AM

Vendor Item
Inventory Item/Loc 3983

1 6130.70.20.0000.0000.2005.0000.0000.44020. 12210.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

003	FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D RIVER	1.00 LOT	1749.00000	1749.00
Additional Description Notes				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006205-00 FY 2026 PO 26004018 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521876 Status: Converted	Page 3
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
---------------------------------------	---

LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/26	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	SPREAD FERTILIZER OVER 88 ACRES ON FEBRUARY 24, 25 OR 26, 2026 BEGINNING AT 5:30AM. PRODUCT TO BE SPREAD AT 250 POUNDS PER ACRE.			
	Vendor Item Inventory Item/Loc 12312			

1	6130.70.20.0000.0000.2005.0000.0000.44020.			1749.00
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Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total	15069.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020.		
	15069.00	
AZALEA CITY GOLF COURSE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006205-00 FY 2026 PO 26004018 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521876 Status: Converted	Page 4
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
--	--

LAKELAND, FL 33802

MOBILE, AL 36608

Tel#800-780-2774
Fax 863-904-1545

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/26	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/06/26 KIM CARMODY	Auto approved by:	91055604	
Approved	01/06/26 DANIEL OTTO			
Approved	01/20/26 DONALD ROSE	Auto approved by:	910521876	
Approved	01/20/26 SANDRA LEWIS	Auto approved by:	910521876	
Approved	01/20/26 STEVEN KRONINGER	Auto approved by:	910521876	
Approved	01/20/26 SAMANTHA COOLEY	Auto approved by:	910521876	
Approved	01/20/26 JAMES NEESE			
Approved	01/20/26 PATRICIA KENNEDY-JONES	Auto approved by:	910521876	
Approved	01/20/26 REBECCA CRUMPLER	Auto approved by:	910521876	
Approved	01/20/26 ANNE FOLEY	Auto approved by:	910521876	
Approved	01/20/26 JOHN PAINE	Auto approved by:	910521876	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2026 Ford Expedition Platinum Max SUV 4x4 Special Service Vehicle for MPD.

Amount of Contract:

\$80,686.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 27 January 2026 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2026 Ford Expedition Platinum
Max SUV 4x4 Special Service Vehicle for MPD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$80,686.00

FUNDING SOURCE:

Budget Item: See Requisitions 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 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, a 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>6615</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	2026 FORD EXPEDITION SUV PLATINUM MAX 4X4 SPECIAL SERVICE VEHICLE FOR MPD (AL STATE CONTRACT)	\$80,686.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006615-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	292393				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 MAYOR'S FORD EXPEDITION PLATINUM MAX AS FOLLOWS: FORD EXPEDITION MAX SSV 4x4 EQUIPPED WITH 3.5L ECOBOOST V6 ENGINE & 10-SPEED AUTOMATIC TRANSMISSION; UPGRADE TO EXPEDITION PLATINUM MAX 4x4 600A ORDER CODE WITH THE FOLLOWING OPTIONS: UM AGATE BLACK METALLIC EH BLACK ONYX LEATHER TRIMMED 66B FORD CO-PILOT 360 ACTIVE 2.0 19B STEALTH PERFORMANCE PACKAGE TH7 P285/40R24 A/S BSW TIRES 64M .24" EBONY PAINTED ALUM WHEELS 55B BLUECRUISE EQUIP: 1 YR PLUS 90 DAY PLAN 59J DRIVER'S PACKAGE 60D STEALTH APPEARANCE PACKAGE 65B CONN PKG: 1 TIME 7YR 96A RUNNING BOARD-POWER DEPLOYABLE AS PER STATE OF ALABAMA CONTRACT T-191L, MA22000003121-5 Additional Description Notes	1.00 EACH	80346.00000	80346.00

MAYOR'S FORD EXPEDITION PLATINUM MAX AS FOLLOWS:

FORD EXPEDITION MAX SSV 4x4 EQUIPPED WITH 3.5L ECOBOOST V6 ENGINE & 10-SPEED AUTOMATIC TRANSMISSION; UPGRADE TO EXPEDITION PLATINUM MAX 4x4 600A ORDER CODE WITH THE FOLLOWING OPTIONS:

UM AGATE BLACK METALLIC
EH BLACK ONYX LEATHER TRIMMED

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006615-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
66B	FORD CO-PILOT 360 ACTIVE 2.0			
19B	STEALTH PERFORMANCE PACKAGE			
THT	.P285/40R24 A/S BSW TIRES			
64M	.24" EBONY PAINTED ALUM WHEELS			
55B	BLUECRUISE EQUIP: 1 YR PLUS 90 DAY PLAN			
59J	DRIVER'S PACKAGE			
60D	STEALTH APPEARANCE PACKAGE			
65B	CONN PKG: 1 TIME 7YR			
96A	RUNNING BOARD-POWER DEPLOYABLE			

AS REQUESTED BY 1530-POLICE DEPT.

1	1000.30.15.1530.1530.1530.0000.0000.45040.	80346.00
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Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

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

002 FREIGHT	170.00 EACH	2.00000	340.00
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Vendor Item
Inventory Item/Loc 14009

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006615-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	292393				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1530.1530.1530.0000.0000.45040.			340.00

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 80686.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	80686.00	2263172.89
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	01/13/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	01/13/26	SHONNDA SMITH	
Approved	01/13/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/16/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/16/26	SANDRA LEWIS	Auto approved by: 9105paij

Contract Header

Contract

Ford Law Enforcement T191L

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Law Enforcement T191L - Bid -

Public Comments

NA

Type

Master Agreement

Contract Code

MA220000003121

Sourcing Number

SRC0000007867

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/13/2022

End Date

6/13/2026

Documents

- [Master_Agreement_V2.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_ Stivers LE.pdf](#)

Items

Item Name	Product Code	UOM
Ford Police Interceptor Utility	220000003121- 1	43,826.00 Each

- [Updated Ford L E Lines T191L 5-23-22.pdf](#)
- [Updated Ford L E Lines T191L 8-17-22.pdf](#)
- [Updated_Ford_L_E-_T191L_All_T___C-__5-23-22\(3\).pdf](#)

Item Name	Product Code	UOM	
Ford F150 Police Responder	220000003121-2	46,406.00	Each
Ford Expedition SSV	220000003121-4	51,284.00	Each
Ford Expedition Max SSV	220000003121-5	54,200.00	Each
Ford Transit PTV	220000003121-6	43,092.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Scott Alan Construction for storm drainage vegetation and debris removal - west side of 500 Michael E Jackson Blvd to Morgan St.

Amount of Contract:

\$21,454.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Scott Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 Scott Alan Construction

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Scott Alan Construction for storm drainage vegetation and debris removal - west side of 500 Michael E Jackson Blvd to Morgan St.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,454.00

FUNDING SOURCE:

Budget Item: See Requisitions

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. Advertised vendor rotation pool.

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, a 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>6755</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – WEST SIDE OF 500 MICHAEL E JACKSON BLVD TO MORGAN ST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$21,454.00	<u>(299758) SCOTT ALAN CONSTRUCTION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006755-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
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Page 1

Vendor
 SCOTT ALAN CONSTRUCTION
 3922 SYMPHONY WAY E

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

SEMMES, AL 36575

Tel#2516042638

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	299758				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-02 W SIDE OF 500 MICHAEL E JACKSON BLVD TO MORGAN ST Additional Description Notes DISTRICT 2	1.00 EACH	21454.00000	21454.00

1 1000.40.20.2070.2096.2070.0000.0000.42155. 21454.00

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 21454.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21454.00	5080811.10
STORMWATER EXP	DITCH MAINTENANCE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Harris Godwin for storm drainage vegetation and debris removal - Bankhead St to Senator St between Williams St and Johnston Ave.

Amount of Contract:

\$16,250.30

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Harris Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 Harris Godwin

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Harris Godwin for storm drainage vegetation and debris
removal - Bankhead St to Senator St between Williams St and Johnston Ave.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,250.30

FUNDING SOURCE:

Budget Item: See Requisitions

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. Advertised vendor rotation pool.

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, a 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>6776</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – BANKHEAD ST TO SENATOR ST BETWEEN WILLIAMS ST AND JOHNSTON AVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$16,250.30	(<u>300080</u>) <u>HARRIS</u> <u>GODWIN</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006776-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
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Page 1

Vendor
 HARRIS GODWIN
 1068 PINEMONT DRIVE

MOBILE, AL 36609

Tel#2512726005

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	300080				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-14 BANKHEAD ST TO SENATOR ST BETWEEN WILLIAMS ST AND JOHNSTON AVE Additional Description Notes DISTRICT 2	1.00 EACH	16250.30000	16250.30

1 1000.40.20.2070.2096.2070.0000.0000.42155. 16250.30

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 16250.30

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	16250.30	5080811.10
STORMWATER EXP	DITCH MAINTENANCE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Kenny St to Delmar Dr.

Amount of Contract:

\$18,125.64

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Prime Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 27 January 2026 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 Prime Professional Concrete Pumping & Finishing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Kenny St to Delmar Dr.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$18,125.64

FUNDING SOURCE:

Budget Item: See Requisitions 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. Advertised vendor rotation pool.

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, a 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>6784</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – KENNY ST TO DELMAR DR (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$18,125.64	<u>(299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006784-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor PRIME PROFESSIONAL CONCRETE PUMPING & 6174 RIVER RUN CIRCLE THEODORE, AL 36582 Tel#2512983814	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
--	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-06 KENNY ST TO DELMAR DR Additional Description Notes DISTRICT 4	1.00 EACH	18125.64000	18125.64

1 1000.40.20.2070.2096.2070.0000.0000.42155. 18125.64

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 18125.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	18125.64	5080811.10
STORMWATER EXP		
DITCH MAINTENANCE		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006784-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
---	---

Page 2

Vendor PRIME PROFESSIONAL CONCRETE PUMPING & 6174 RIVER RUN CIRCLE THEODORE, AL 36582 Tel#2512983814	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
---	--

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 01/15/26 MATTHEW ANDERSON			Auto approved by: 910518244
	Approved 01/15/26 SHONNDA SMITH			
	Approved 01/15/26 CHERI BOUCHER			Auto approved by: 910518244
	Approved 01/20/26 DONALD ROSE			Auto approved by: 9105paij
	Approved 01/20/26 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 01/20/26 STEVEN KRONINGER			Auto approved by: 9105paij
	Approved 01/20/26 SAMANTHA COOLEY			Auto approved by: 9105paij
	Approved 01/20/26 JAMES NEESE			Auto approved by: 9105paij
	Approved 01/20/26 PATRICIA KENNEDY-JONES			Auto approved by: 9105paij
	Approved 01/20/26 REBECCA CRUMPLER			Auto approved by: 9105paij
	Approved 01/20/26 ANNE FOLEY			Auto approved by: 9105paij
	Approved 01/20/26 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Secure Land & Tree LLC for storm drainage vegetation and debris removal - Delmar Dr. to 3 I-65 Service Road South

Amount of Contract:

\$20,884.92

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Secure Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 27 January 2026 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 Secure Land & Tree LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Secure Land & Tree LLC for storm drainage vegetation
and debris removal - Delmar Dr. to 3 I-65 Service Road South
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$20,884.92

FUNDING SOURCE:

Budget Item: See Requisitions 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. Advertised vendor rotation pool.

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, a 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>6791</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DELMAR DR TO 3 I-65 SERVICE ROAD SOUTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$20,884.92	(300087) <u>SECURE LAND & TREE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006791-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 SECURE LAND & TREE LLC
 10820 CREEK RIDGE DRIVE

PENSACOLA, FL 32506

Tel#850-281-3973

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-07 DELMAR DR TO 3 I-65 SERVICE RD S Additional Description Notes DISTRICT 4	1.00 EACH	20884.92000	20884.92

1 1000.40.20.2070.2096.2070.0000.0000.42155. 20884.92

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 20884.92

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	20884.92	5080811.10
STORMWATER EXP	DITCH MAINTENANCE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006791-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
 SECURE LAND & TREE LLC
 10820 CREEK RIDGE DRIVE

PENSACOLA, FL 32506

Tel#850-281-3973

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 01/15/26 MATTHEW ANDERSON			Auto approved by: 910518244
	Approved 01/15/26 SHONNDA SMITH			
	Approved 01/15/26 CHERI BOUCHER			Auto approved by: 910518244
	Approved 01/20/26 DONALD ROSE			Auto approved by: 9105paij
	Approved 01/20/26 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 01/20/26 STEVEN KRONINGER			Auto approved by: 9105paij
	Approved 01/20/26 SAMANTHA COOLEY			Auto approved by: 9105paij
	Approved 01/20/26 JAMES NEESE			Auto approved by: 9105paij
	Approved 01/20/26 PATRICIA KENNEDY-JONES			Auto approved by: 9105paij
	Approved 01/20/26 REBECCA CRUMPLER			Auto approved by: 9105paij
	Approved 01/20/26 ANNE FOLEY			Auto approved by: 9105paij
	Approved 01/20/26 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - 23 Mount Island Dr West to junction behind 2451 Mount Island Dr N

Amount of Contract:

\$17,537.51

Funding Source

General fund

ATTACHMENTS:

1. 20260121 Butler Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Butler Complete Services LLC for storm drainage
vegetation and debris removal - 23 Mount Island Dr West to junction behind 2451 Mount Island Dr N.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,537.51

FUNDING SOURCE:

Budget Item: See Requisitions

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. Advertised vendor rotation pool.

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, a 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>6815</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 253 MOUNT ISLAND DR WEST TO JUNCTION BEHIND 2451 MOUNT ISLAND DR NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$17,537.51	(<u>297507</u>) <u>BUTLER</u> <u>COMPLETE</u> <u>SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006815-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
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Page 1

Vendor
 BUTLER COMPLETE SERVICES LLC
 2808 GASLIGHT LN EAST

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

MOBILE, AL 36695

Tel#2515917278
 Fax 2512877525

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-12 253 MOUNT ISLAND DR W TO JUNCTION BEHIND 2451 MOUNT ISLAND DR N Additional Description Notes ----- DISTRICT 5	1.00 EACH	17537.51000	17537.51

1 1000.40.20.2070.2096.2070.0000.0000.42155.	17537.51
--	----------

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Requisition Link

Requisition Total	17537.51
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.		
STORMWATER EXP	17537.51	5080811.10
DITCH MAINTENANCE		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Invasive Management Services Inc for storm drainage vegetation and debris removal - 3309 Old Shell Road to Werkland Street.

Amount of Contract:

\$17,775.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Invasive Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 Invasive Management Services Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Invasive Management Services Inc for storm drainage
vegetation and debris removal - 3309 Old Shell Road to Werkland Street.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,775.00

FUNDING SOURCE:

Budget Item: See Requisitions

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. Advertised vendor rotation pool.

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, a 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>6942</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3309 OLD SHELL ROAD TO WERKLAND STREET (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$17,775.00	(295980) <u>INVASIVE MANAGEMENT SERVICES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006942-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 INVASIVE MANAGEMENTSERVICES INC
 7920 SCHILLINGER PARK RD

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

MOBILE, AL 36608
 UNITED STATES
 Tel#2513314833

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	295980				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-13 3309 OLD SHELL RD TO WERKLAND ST Additional Description Notes DISTRICT 1	1.00 EACH	17775.00000	17775.00

1 1000.40.20.2070.2096.2070.0000.0000.42155. 17775.00

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 17775.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	17775.00	5080811.10
STORMWATER EXP	DITCH MAINTENANCE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to The Conner Group LLC for six-month rental of 2023 F550 utility-body-chassis, Axton AT40 45-foot-working-height, articulating bucket truck for Urban Forestry.

Amount of Contract:

\$21,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260121 Conner Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 The Conner Group LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to The Conner Group LLC for six-month rental of 2023 F550 utility-body-chassis, Axton AT40 45-foot-working-height, articulating bucket truck for Urban Forestry.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,000.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6018

How many bidders received bid packages (if applicable): 23 + web

How many bidders submitted bids (if applicable): 4

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, a 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>6627</u>	2026	(F7000) MOTOR POOL	SIX-MONTH RENTAL OF 2023 F550 UTILITY-BODY-CHASSIS, AXTON AT40 45-FOOT-WORKING-HEIGHT, ARTICULATING, TELESCOPIC BUCKET TRUCK FOR URBAN FORESTRY (SEALED BID 6018)	\$21,000.00	<u>(300146) THE CONNER GROUP, LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006627-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 9105paij Status: Approved
--	---

Page 1

Vendor THE CONNER GROUP, LLC 113 ENNIS ST, UNIT A SARALAND, AL 36571 Tel#2517250130	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	300146				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 RENTAL AS PER FOLLOWS:	6.00	3500.00000	21000.00

MONTH

Additional Description Notes

TRUCK BUCKET ARTICULATING ON CHASSIS WITH UTILITY BODY. VENDOR TO PROVIDE 40 FOOT WORKING HEIGHT BUCKET TRUCK WITH UTILITY BODY ON A 4X2 CHASSIS.

VENDOR IS PROVIDING 2023 F550 4X2 CHASSIS WITH A AXION AT40 BUCKET WITH A 45 FOOT WORKING HEIGHT

AS PER CITY OF MOBILE BID # 6018 AND YOUR QUOTE

Inventory Item/Loc 12448

1 1000.40.20.2070.2050.2070.0000.0000.49032.	21000.00
--	----------

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

Deliver To

===== Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006627-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 9105paij Status: Approved Page 2
--	---

Vendor THE CONNER GROUP, LLC 113 ENNIS ST, UNIT A SARALAND, AL 36571 Tel#2517250130	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	300146				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
002	RENTAL, DELIVERY CHARGE	1.00	0.00000	0.00
	Additional Description Notes			
	NO CHARGE FOR DELIVERY			
	Vendor Item			
	Inventory Item/Loc 17317			
1	1000.40.20.2070.2050.2070.0000.0000.49032.			.00
	Ship To			
	MOTOR POOL - ATTN: ADAM LYNN			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MOTOR POOL - ATTN: ADAM LYNN			
	770 GAYLE STREET			
	MOBILE, AL 36604			

003	RENTAL, PICK UP CHARGE	1.00	0.00000	0.00
	Additional Description Notes			

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006627-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 9105paij Status: Approved	Page 3
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Vendor THE CONNER GROUP, LLC 113 ENNIS ST, UNIT A SARALAND, AL 36571 Tel#2517250130	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	300146				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	NO CHARGE FOR PICK UP Vendor Item Inventory Item/Loc 17318			

1	1000.40.20.2070.2050.2070.0000.0000.49032.			.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	21000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.49032.	21000.00	3265963.74
FLEET MANAGEMENT EXP	EQUIPMENT RENTAL	

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

Activity	Date	Clerk	Comment
Approved	01/21/26	DONALD ROSE	Auto approved by: 9105paij

BID TABULATION FOR BID #6018

RENTAL OF ARTICULATING TELESCOPIC AERIAL BUCKET TRUCKS

	The Conner Group	Herc Rentals	Monmouth Solutions	Global Solutions ALTEC
MONTLY RATE	3,500	5,200	4,969	3,250
DELIVERY COST	N/C	1,000	500	1,500
PICK UP COST	N/C	1,000	500	500
TIME TO DELIVER	24 HRS	2 DAYS	1-2 WEEKS	1 WEEK
PRICE PER TRUCK FOR 6 MONTH RENTAL	21,000	33,200	30,814	21,500

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/17/2025	6018	Garage	To Be Specified

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

12:01 PM, Wednesday, January 7, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-4	RENTAL OF MINIMUM 40' WORKING HEIGHT ARTICULATING TELESCOPIC AERIAL BUCKET TRUCKS					
	Monthly Rental of Minimum 40-FT Working Height Articulating Telescopic Aerial Bucket Trucks on 2021 or Newer 4x2 F550 or Equal Chassis as per the following and attached specifications: Vendor shall have personnel who will be able to explain and show the maintenance needs of the rented units. Vendor shall deliver trucks with full tanks of fuel. When picked up from the City of Mobile the trucks will have full tanks of fuel. Vendor will not charge the City for fuel used on the deliver-to or return trips. The City of Mobile is self-insured. Vendor will need to have a City of Mobile Business License prior to the issuance of purchase order to vendor.					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The initial rental will be for a minimum of three (3) trucks for a six (6) month period which may be extended on a month to month truck basis. Monthly rental rate per truck \$ _____ Delivery fee per rental truck \$ _____ Pick up fee per rental truck \$ _____ Time to deliver after receipt of purchase order _____ City reserves the right to end rental as new units are delivered and placed in service, if before end of six (6) month period. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have ten (10) business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Pricing to be good for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, this bid may be extended for two (2) additional years. TO BE AWARDED ON A PER TRUCK BASIS BASED ON PRICE AND AVAILABILITY OF UNIT (S).					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Minimum Specs

Chassis: 2021 or Newer Ford F-550 or Equivalent Chassis, Painted White, Two Door, 4x4 or 4x2, Dual Rear Wheel Base Package or Higher

Aerial Lift: 40 Foot Working Height Telescopic/Articulating Aerial Device

Compensated Articulating Arm

Hydraulic Boom Extension

Fully Metered 4-Function Single Handle Upper Control

Platform access from the ground

End-Mounted Platform 24 x 30 x 42 in (610 x 762 x 1067 mm)

Platform Capacity 400 lb (181.4 kg)

Composite Platform Mounting Bracket

180 Degree Platform Rotator

Hydraulic Platform Leveling

Continuous Rotation

Emergency Lowering Valve at Platform

Platform Leveling at Upper/Lower Controls

Insulating, ANSI Category C, 46 KV and Below

Tool Circuit at Platform

Open Center Hydraulic System

Outrigger Boom Interlock System

Outrigger Motion Alarm

Backup Alarm

Outriggers, vertical

ISO-Boom offering Category C isolation with boom retracted

Hybrid adaptation available with standard electronic systems

Secondary stowage system

Engine start/stop

Platform cover

Tool circuit at tail-shelf

Platform Load Monitoring

Platform Liner

Fall Protection System

Wheel Chocks

Service Body: 14 Gauge, two-sided steel body

LED Tail Lights

Automotive latches

Compartment doors utilize pry-proof continuous hinges with neoprene door seals and spring strut retainers

Size of compartments influenced by cab to axle length of vehicle chassis and body height

Minimum of three full size compartments on each side of truck.

VEHICLE INFORMATION

VEHICLE 1

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____

VEHICLE 2

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____

VEHICLE 3

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____

VEHICLE 4

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to The Conner Group LLC for six-month rental of 2023 F550 utility-body-chassis, Axton AT40 45-foot-working-height, articulating bucket truck for Electrical Dept.

Amount of Contract:

\$21,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260122 Conner Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 January 2026
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 The Conner Group LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to The Conner Group LLC for six-month rental of 2023 F550 utility-body-chassis, Axton AT40 45-foot-working-height, articulating bucket truck for Electrical Dept. General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,000.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6018

How many bidders received bid packages (if applicable): 23 + web

How many bidders submitted bids (if applicable): 4

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, a 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>4056</u>	2026	(F7000) MOTOR POOL	SIX-MONTH RENTAL OF 2023 F550 UTILITY-BODY-CHASSIS, AXTON AT40 45-FOOT-WORKING-HEIGHT, ARTICULATING, TELESCOPIC BUCKET TRUCK FOR ELECTRICAL DEPT (SEALED BID 6018)	\$21,000.00	<u>(300146) THE CONNER GROUP, LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004056-00 FY 2026 Acct No: 7000.40.20.0000.0000.2070.0000.0000.49032. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor THE CONNER GROUP, LLC 113 ENNIS ST, UNIT A SARALAND, AL 36571 Tel#2517250130	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/25	300146				DO NOT USE MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 RENTAL AS PER FOLLOWS:	6.00	3500.00000	21000.00
Additional Description Notes	MONTH		

RENTAL FOR TRAFFIC SIGNAL AND OVERHEAD STREET NAME SIGN MAINTENANCE. CONTACT RANDY HAMNER AT 251-609-2860 AT TIME OF DELIVERY.

VENDOR IS PROVIDING 2023 F550 4X2 CHASSIS WITH A AXION AT40 BUCKET WITH A 45 FOOT WORKING HEIGHT

AS PER CITY OF MOBILE BID # 6018 AND YOUR QUOTE

Inventory Item/Loc 12448

1 7000.40.20.0000.0000.2070.0000.0000.49032.	21000.00
--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004056-00 FY 2026 Acct No: 7000.40.20.0000.0000.2070.0000.0000.49032. Review: Buyer: 9105paij Status: Approved	Page 2
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Vendor THE CONNER GROUP, LLC 113 ENNIS ST, UNIT A SARALAND, AL 36571 Tel#2517250130	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/25	300146				DO NOT USE MOTOR POOL

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

Requisition Link

Requisition Total 21000.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.49032.	21000.00	5080811.10
MOTOR POOL EXP		EQUIPMENT RENTAL

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

Activity	Date	Clerk	Comment
Rejected	11/10/25	TRAVESIA AGEE	Make adjustments to notes
Approved	11/10/25	TRAVESIA AGEE	On behalf of Charles Sumrall
Approved	11/10/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	11/10/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	11/10/25	SHONNDA SMITH	
Approved	11/10/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/21/26	DONALD ROSE	Auto approved by: 9105paij

BID TABULATION FOR BID #6018

RENTAL OF ARTICULATING TELESCOPIC AERIAL BUCKET

TRUCKS

	The Conner Group	Herc Rentals	Monmouth Solutions	Global Solutions ALTEC
MONTLY RATE	3,500	5,200	4,969	3,250
DELIVERY COST	N/C	1,000	500	1,500
PICK UP COST	N/C	1,000	500	500
TIME TO DELIVER	24 HRS	2 DAYS	1-2 WEEKS	1 WEEK
PRICE PER TRUCK FOR 6 MONTH RENTAL	21,000	33,200	30,814	21,500

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/17/2025	6018	Garage	To Be Specified

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

12:01 PM, Wednesday, January 7, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-4	RENTAL OF MINIMUM 40' WORKING HEIGHT ARTICULATING TELESCOPIC AERIAL BUCKET TRUCKS					
	Monthly Rental of Minimum 40-FT Working Height Articulating Telescopic Aerial Bucket Trucks on 2021 or Newer 4x2 F550 or Equal Chassis as per the following and attached specifications: Vendor shall have personnel who will be able to explain and show the maintenance needs of the rented units. Vendor shall deliver trucks with full tanks of fuel. When picked up from the City of Mobile the trucks will have full tanks of fuel. Vendor will not charge the City for fuel used on the deliver-to or return trips. The City of Mobile is self-insured. Vendor will need to have a City of Mobile Business License prior to the issuance of purchase order to vendor.					
Page 1 of 3			TOTAL			

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

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The initial rental will be for a minimum of three (3) trucks for a six (6) month period which may be extended on a month to month truck basis. Monthly rental rate per truck \$ _____ Delivery fee per rental truck \$ _____ Pick up fee per rental truck \$ _____ Time to deliver after receipt of purchase order _____ City reserves the right to end rental as new units are delivered and placed in service, if before end of six (6) month period. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have ten (10) business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Pricing to be good for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, this bid may be extended for two (2) additional years. TO BE AWARDED ON A PER TRUCK BASIS BASED ON PRICE AND AVAILABILITY OF UNIT (S).					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Minimum Specs

Chassis: 2021 or Newer Ford F-550 or Equivalent Chassis, Painted White, Two Door, 4x4 or 4x2, Dual Rear Wheel Base Package or Higher

Aerial Lift: 40 Foot Working Height Telescopic/Articulating Aerial Device

Compensated Articulating Arm

Hydraulic Boom Extension

Fully Metered 4-Function Single Handle Upper Control

Platform access from the ground

End-Mounted Platform 24 x 30 x 42 in (610 x 762 x 1067 mm)

Platform Capacity 400 lb (181.4 kg)

Composite Platform Mounting Bracket

180 Degree Platform Rotator

Hydraulic Platform Leveling

Continuous Rotation

Emergency Lowering Valve at Platform

Platform Leveling at Upper/Lower Controls

Insulating, ANSI Category C, 46 KV and Below

Tool Circuit at Platform

Open Center Hydraulic System

Outrigger Boom Interlock System

Outrigger Motion Alarm

Backup Alarm

Outriggers, vertical

ISO-Boom offering Category C isolation with boom retracted

Hybrid adaptation available with standard electronic systems

Secondary stowage system

Engine start/stop

Platform cover

Tool circuit at tail-shelf

Platform Load Monitoring

Platform Liner

Fall Protection System

Wheel Chocks

Service Body: 14 Gauge, two-sided steel body

LED Tail Lights

Automotive latches

Compartment doors utilize pry-proof continuous hinges with neoprene door seals and spring strut retainers

Size of compartments influenced by cab to axle length of vehicle chassis and body height

Minimum of three full size compartments on each side of truck.

VEHICLE INFORMATION

VEHICLE 1

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____

VEHICLE 2

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____

VEHICLE 3

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____

VEHICLE 4

Stock # _____

Year _____

Chassis Model _____

Arial Make and Model _____

Working Height _____

4x2 _____ or 4x4 _____

Delivery Time After Issuance
of Purchase Order _____



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract with Harwell & Company, LLC for street engineering construction services.

Amount of Contract:

\$275,668.75

Funding Source

G-RAAB

ATTACHMENTS:

1. 2026-3005-03 Brookdale Drive Rehabilitation (Harwell & Company, LLC) contract

REVIEWERS:

Jessica White
John Forrester
Kelsi Tippery
Cherlina Monteiro
James Barber

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Brookdale Drive Rehabilitation

GRANT PROJECT # G-RAAB

PROJECT DESCRIPTION Street Resurfacing

GRANT CONTRACT AMOUNT \$275,668.75

VENDOR NAME Harwell & Company, LLC

VENDOR NUMBER 294040

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Construction Consultant Geo Tech Professional Services

Prepared by: Jessica White Date 1/12/2026

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Councilman Cory Penn

WHEREAS, bids for street resurfacing for district 1 were received and opened on November 12, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Harwell & Company, LLC., contract in the amount of \$275,668.75.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Harwell & Company, LLC.

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

Name of Company: Harwell & Company, LLC.

Project Name: Brookdale Drive Rehabilitation

Project Number: 2026-3005-03

Amount: \$275,668.75

Adopted:

City Clerk



BROOKDALE DRIVE REHABILITATION

PROJECT No. 2026-3005-03

BID DATE – NOVEMBER 12, 2025

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Project Addendums	Attachment F
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DH
OMIT

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, November 12th, 2025 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2026-3005-03**
Project: **Brookdale Drive Rehabilitation**
Project Description: **Street Resurfacing and Related Work**

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt EI Boots Thomas Dr., Spanish Fort, Alabama 36527** office upon payment of one hundred and five dollars (\$105.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on November 12th, 2025.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on November 5th, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.* A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **Brookdale Drive Rehabilitation**, City of Mobile Project No. **2026-3005-03**, in the City of Mobile, Alabama".

- 1) **PLEASE PUBLISH IN THE ISSUES October 15th, October 22nd, October 29th 2025.**

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Brookdale Drive Rehabilitation** City of Mobile Project No. **2026-3005-03**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date November 12, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by **Sawgrass Consulting, LLC**, as well as the premises

Project Name: Brookdale Drive Rehabilitation

Project No: 2026-3005-03

Project Description: Street resurfacing and related work

Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **45** 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, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Sawgrass Consulting LLC., 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on November 11th, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

X

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	SY	28		_____ DOLLARS _____ CENTS	
206-C3	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	SY	229		_____ DOLLARS _____ CENTS	
206-C18	REMOVAL OF ASPHALT SIDEWALK	SY	45		_____ DOLLARS _____ CENTS	
206-D2	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	LF	615		_____ DOLLARS _____ CENTS	
206-E1	REMOVING INLET LID-PARTIAL (ALL TYPES)	EA	3		_____ DOLLARS _____ CENTS	
206-E5	REMOVING CONCRETE INLET THROATS	EA	3		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	440		_____ DOLLARS _____ CENTS	
301-A	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	SY	1,870		_____ DOLLARS _____ CENTS	

X

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
408-A1	PLANNING EXISTING PAVEMENT, 1" - 2" THICK	SY	5,163		_____ DOLLARS _____ CENTS	
408-A2	PLANNING EXISTING PAVEMENT, 2.1" - 3.5" THICK	SY	1,870		_____ DOLLARS _____ CENTS	
429-A1	BITUMINOUS CONCRETE WEARING SURFACE SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY (INCL. TACK COAT & CLEANING GUTTERS	TON	580		_____ DOLLARS _____ CENTS	
429-B1	BITUMINOUS CONCRETE BINDER SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 220 LB/SY	TON	215		_____ DOLLARS _____ CENTS	
600-A	MOBILIZATION	LS	1		_____ DOLLARS _____ CENTS	
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SY	18		_____ DOLLARS _____ CENTS	
618-A1	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	SY	10		_____ DOLLARS _____ CENTS	

X

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	SY	229		_____ DOLLARS _____ CENTS	
621-C4	INLET, PARTIAL (TOP - REPLACE IN-KIND)	EA	3		_____ DOLLARS _____ CENTS	
621-C6	INLET, PARTIAL (THROAT)	EA	3		_____ DOLLARS _____ CENTS	
621-N2	PATCHING, UP to 3" (Euclid-Speedcrete Redline)	SF	20		_____ DOLLARS _____ CENTS	
623-C	COMBINATION CURB AND GUTTER	LF	605		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING	SY	100		_____ DOLLARS _____ CENTS	
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL	LS	1		_____ DOLLARS _____ CENTS	
999-A	WORK OF SIMILAR NATURE	LS	1	\$5,000.00	<u>five thousand</u> DOLLARS <u>zero</u> CENTS	

X

TOTAL BASE BID	
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**Project No. 2026-3005-03
BROOKDALE DRIVE RESURFACING**

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C2	28	SY	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	THIRTY DOLLARS AND NO CENTS	\$ 30.00	\$ 840.00
206-C3	229	SY	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	TWENTY FOUR DOLLARS AND NO CENTS	\$ 24.00	\$ 5,496.00
206-C18	45	SY	REMOVAL OF ASPHALT SIDEWALK	TWELVE DOLLARS AND NO CENTS	\$ 12.00	\$ 540.00
206-D2	615	LF	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	ELEVEN DOLLARS AND NO CENTS	\$ 11.00	\$ 6,765.00
206-E1	3	EA	REMOVING INLET LID-PARTIAL (ALL TYPES)	FOUR HUNDRED FIFTY DOLLARS AND NO CENTS	\$ 450.00	\$ 1,350.00
206-E5	3	EA	REMOVING CONCRETE INLET THROATS	FOUR HUNDRED FIFTY DOLLARS AND NO CENTS	\$ 450.00	\$ 1,350.00
210-A	440	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	FIVE DOLLARS AND NO CENTS	\$ 5.00	\$ 2,200.00
301-A	1870	SY	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	THIRTY DOLLARS AND NO CENTS	\$ 30.00	\$ 56,100.00
408-A1	5163	SY	PLANNING EXISTING PAVEMENT, 1" - 2" THICK	ONE DOLLAR AND SEVENTY FIVE CENTS	\$ 1.75	\$ 9,035.25
408-A2	1870	SY	PLANNING EXISTING PAVEMENT, 2.1" - 3.5" THICK	THREE DOLLARS AND FIFTY CENTS	\$ 3.50	\$ 6,545.00
429-A1	580	TON	BITUMINOUS CONCRETE WEARING SURFACE SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED TWELVE DOLLARS AND NO CENTS	\$ 112.00	\$ 64,960.00
429-B1	215	TON	BITUMINOUS CONCRETE BINDER SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 220 LB/SY	ONE HUNDRED FIFTY THREE DOLLARS AND SIXTY CENTS	\$ 153.60	\$ 33,024.00
600-A	1	LS	MOBILIZATION	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	\$ 7,500.00	\$ 7,500.00
618-A1	18	SY	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	EIGHTY FIVE DOLLARS AND NO CENTS	\$ 85.00	\$ 1,530.00
618-A1	10	SY	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	EIGHTY FIVE DOLLARS AND NO CENTS	\$ 85.00	\$ 850.00
618-B	229	SY	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	EIGHTY FOUR DOLLARS AND NO CENTS	\$ 84.00	\$ 19,236.00
621-C4	3	EA	INLET, PARTIAL (TOP - REPLACE IN-KIND)	TWO THOUSAND ONE HUNDRED SIXTY DOLLARS AND NO CENTS	\$ 2,160.00	\$ 6,480.00
621-C6	3	EA	INLET, PARTIAL (THROAT)	TWO THOUSAND ONE HUNDRED SIXTY DOLLARS AND NO CENTS	\$ 2,160.00	\$ 6,480.00
621-N2	20	SF	PATCHING, UP TO 3" (Euclid-Speedcrete Redline)	FIFTY DOLLARS AND NO CENTS	\$ 50.00	\$ 1,000.00
623-C	605	LF	COMBINATION CURB AND GUTTER	TWENTY SEVEN DOLLARS AND FIFTY CENTS	\$ 27.50	\$ 16,637.50
654-A	100	SY	SOLID SODDING	FIVE DOLLARS AND NO CENTS	\$ 5.00	\$ 500.00
701-A6	1	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	SEVENTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS	\$ 17,250.00	\$ 17,250.00
740-A	1	LS	TRAFFIC CONTROL	FIVE THOUSAND DOLLARS AND NO CENTS	\$ 5,000.00	\$ 5,000.00
999-A	1	LS	WORK OF SIMILAR NATURE	FIVE THOUSAND DOLLARS AND NO CENTS	\$ 5,000.00	\$ 5,000.00
TOTAL AMOUNT				TWO HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND SEVENTY FIVE CENTS	\$	275,668.75

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY HARWELL & COMPANY, LLC
SIGNATURE [Signature]
DATE NOVEMBER 12, 2025

Base Bid

Total (All items listed in Proposal) \$ 275,668.75

Written in words Two hundred seventy-five thousand, six hundred sixty-eight dollars and 75 cents.

Number of working days to complete 45

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By HARWELL + COMPANY, LLC

Signature of Bidder _____
(If a Corporation)

By DOUG HARWELL
President

Print

Secretary

Print

Treasurer

Print

Business Address 75 MIDTOWN PARK E
MOBILE, AL 36606

Business Address _____

Business Address _____

(Corporate Seal)

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

46763
State License Number

Corporate Seal

ATTEST: Jada A. Worring
Secretary



JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
COMMISSION EXPIRES APR. 20, 2027

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Harwell & Company, LLC
(Name of Contractor)
75 Midtown Park E., Mobile, AL 36606
(Address)
as Principal, and Old Republic Surety Company
(Name of Surety)
P. O. Box 1635, Milwaukee, WI 53201
(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 **Brookdale Drive Rehabilitation, City of Mobile Project No. 2026-3005-03.**

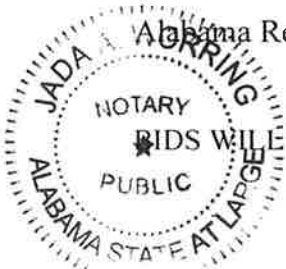
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this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

Signed, Sealed and Delivered November 12, 2025 (Date)
[Signature] (Contracting Firm)
Harwell & Company, LLC
Witness as to Principal By: Jada A. Worring (SEAL)
Old Republic Surety Company (Name of Surety)

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR 30, 2027

Alabama Resident Agent

Tammy P. Williams
Tammy P. Williams, Attorney-In-Fact
By Tammy P. Williams
Tammy P. Williams, Agent



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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July, 2022

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0152

Signed and sealed at the City of Brookfield, WI this 12th day of November, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

(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 19th day of November
2025.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

ATTEST:

Jada A. Worring
(Signature)
Jada A. Worring (Print)
ITS: Office Manager

Harwell & Company, LLC
BY: [Signature]
(Signature)
Doug Harwell
(Print)
ITS: Owner/member
(Title)



JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

ATTEST:

Danille R. Stokes
(Signature)
Danille R. Stokes (Print)
ITS: Agent

Old Republic Surety Company
BY: Tammy P. Williams
(Signature)
Tammy P. Williams
(Print)
ITS: Attorney-In-Fact
(Title)

Corporate Seal



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANIELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0152

Signed and sealed at the City of Brookfield, WI this 19th day of November, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Harwell and Company LLC.
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two hundred seventy-five thousand six hundred and sixty-eight dollars & 75/100 dollars (\$275,668.75), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20 , entered into a Contract with the Owner for Brookdale Drive rehabilitation, City of Mobile Project No. 2026-3005-03 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 19th day of November 2025.

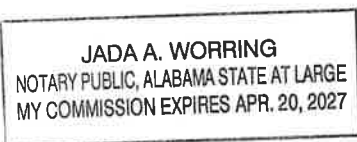
In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

ATTEST:

Jada A. Worring
(Signature)
Jada A. Worring (Print)
ITS: Office Manager
(Title)



ATTEST:

Danelle R. Stokes
(Signature)
Danelle R. Stokes (Print)
ITS: Agent
(Title)

BY:

Harwell & Company, LLC
(Signature)
Doug Harwell (Print)
ITS: Owner/member
(Title)

BY:

Old Republic Surety Company
Tammy P. Williams
(Signature)
Tammy P. Williams (Print)
ITS: Attorney-In-Fact
(Title)

Corporate Seal



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 19th day of November, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

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

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

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. ~~The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents. Failure to meet the committed DBE percentage without documented good faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.~~

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5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as**

determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specifications of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary

adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**
- The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate

with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be NO adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack

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.~~ CMIT
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)
68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.
69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.
70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and **Harwell and Company LLC.** (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

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: Brookdale Drive Rehabilitation

Project No: 2026-3005-03

Project Description: Street Resurfacing and related work

Major work items include: Resurfacing

City of Mobile Project Number **2026-3005-03**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **\$ 275,668.75**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **SAWGRASS CONSULTING**.

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

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

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

COMMENCEMENT AND COMPLETION:

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

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. ~~Each payment request must be accompanied by the DBE Utilization Report.~~ *omit*

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- ~~The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.~~ *omit* *DH*

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2025 Rebuild Alabama Annual Grant. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(30) The City utilizes Trimble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____
CITY CLERK

(Print)

CITY OF MOBILE

BY: _____
ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

HARWELL & Company, LLC
CONTRACTOR: (IF CORPORATION)

(Print)

BY: [Signature]
ITS PRESIDENT
Doug Harwell
(Print)

ATTEST:

Jada A. Worring
ITS SECRETARY
Jada A. Worring (Print)

November 21, 2025
DATE

Corporate Seal



STATE OF ALABAMA }

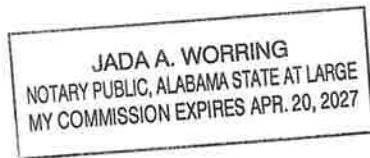
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Doug Harwell, whose name is signed to the foregoing instrument in the capacity of Owner/member of Harwell & Company LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 21st day of November, 2025.

Jada A. Worring

NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*; PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

7. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

8. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

9. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. SECTION 650. PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

11. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

12. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

13. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

14. ITEM 690-B PORTABLE TOILETS - WEEKS:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

15. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

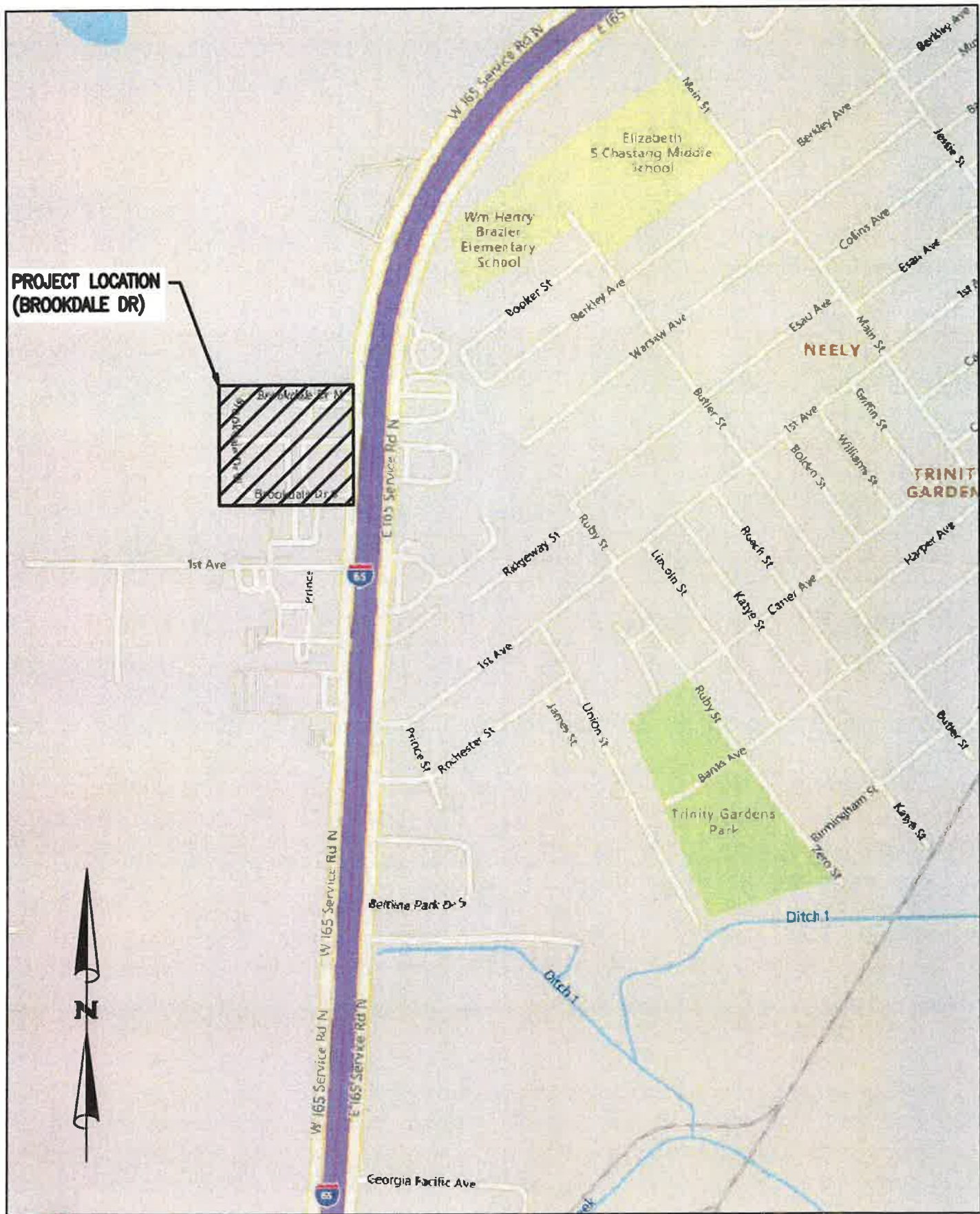
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT “A”
LOCATION



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527

Phone: (251) 544-7900

PROJECT LOCATION

BROOKDALE DR IMPROVEMENTS

CITY OF MOBILE

SCALE: NTS

DATE: SEPTEMBER, 2025

SHEET: 01 OF 01

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME:		FAX (A/C, No):		
		PHONE (A/C, No, Ext):		E-MAIL ADDRESS:		
INSURED		INSURER(S) AFFORDING COVERAGE				NAIC #
		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
COVERAGES						
CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Project Name Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER				CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2025

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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 Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Tammy Williams PHONE (A/C, No, Ext): (251) 544-7277 FAX (A/C, No): (251) 343-0653 E-MAIL ADDRESS: twilliams@valentgroup.com																					
INSURED Harwell & Company LLC; H & C Division Supply, LLC 75 Midtown Park E Mobile AL 36606-4141	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>State Auto Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Co</td><td>37885</td></tr><tr><td>INSURER C:</td><td>Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Auto Mutual Insurance Company	25135	INSURER B:	XL Specialty Insurance Co	37885	INSURER C:	Scottsdale Insurance Company	41297	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Scottsdale Insurance Company	41297																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2511050532**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 ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	10196150CP	01/14/2025	01/14/2026	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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	10196149CA	01/14/2025	01/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	10196151CU	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Issued by Work Comp Carrier			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Leased/Rented Equipment Scheduled Equipment			UM00082560MA25A	01/14/2025	01/14/2026	Ded. \$2500 \$1,000,000 Ded. 3% \$2500 minimum \$3,511,918

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

Project Name: Brookdale Drive Rehabilitation, City of Mobile Project No. 2026-3005-03
City of Mobile is included as Additional Insured in respect to General liability, Automobile liability and Umbrella liability. General liability, Automobile liability and Umbrella liability are 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 Umbrella liability. We will endeavor to provide a 30 day notice of cancellation, notice on non-renewal or material changes (except 10 days for non-payment of premium).

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 <i>Charlie Huntchey, Jr.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2025

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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 CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins	FAX (A/C, No): 217-477-6772
	PHONE (A/C, No, Ext): (888)-578-5555 8417	
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	E-MAIL ADDRESS: workersfirst@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: WorkersFirst CompFund	NAIC #
	INSURER B: Midwest Employers Casualty Company	23612
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	X	EWC005404(WC)	1/1/2025	1/1/2026	X 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
B		N/A		PQAL127200(EL)			

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

RE: Brookdale Drive Rehabilitation, City of Mobile Project No. 2026-3005-03. Waiver of Subrogation in favor of certificate holder applies. A 30 day written notice of cancellation applies. RE: Brookdale Drive Rehabilitation, City of Mobile Project No. 2026-3005-03. Location: Mobile, Alabama. City of Mobile is named as Alternate Employer.

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE
PO 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

Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

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 **11/18/2025 - 12/31/2025**
Insured
HARWELL & COMPANY, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. **PQAL127200(EL)** Endorsement No.
Premium **0**

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2025

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 Valent Group, LLC 1110 Montlamar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Tammy Williams PHONE (A/C, No, Ext): (251) 544-7277 FAX (A/C, No): (251) 343-0653 E-MAIL: twilliams@valentgroup.com ADDRESS:
INSURED City of Mobile and Sawgrass Engineering P. O. Box 1827 Mobile AL 36633-1827	INSURER(S) AFFORDING COVERAGE INSURER A : Mid-Continent Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 23418

COVERAGES

CERTIFICATE NUMBER: CL25111953557

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			04OCP002009156	11/19/2025	11/19/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☒ Owners/Contractors Protective Liab						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☐ N N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Brookdale Drive rehabilitation, City of Mobile Project No. 2026-3005-03
Contractor: Harwell & Company, LLC

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 Charlie Huntchase, Jr.
--	---

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ATTACHMENT "C"

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, AND
DBE UTILIZATION REPORT**

CMIT
DH



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: ArchetypeKids@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation: you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

DMIT
DH



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I: Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name:

Signature: Date:

Title:

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: Title:

Email: Phone:

DMIT
LINO

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ _____

Description

Name of Bidder/Proposer:

Date:

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

[illegible]

OUT



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone _____

Email _____

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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.

HD

UNIT



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.

CVI/II

74

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: arche@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:

Certified DBE:

YES

NO

Contract Start Date

DESCRIPTION:

Estimated Completion Date:

This report is for the month of:

(CHECK ONE)

JAN
FEB
MARCH

APR
MAY
JUNE

JULY
AUG
SEPT

OCT
NOV
DEC

FINAL

Original Contract Amount

\$

Total Amount of Contract Changes
(change orders or amendments)

\$

Final Contract Amount
(include contract changes)

\$

Payments to Date from
City of Mobile

OFFICE USE ONLY
(Verification)

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR

DBE DESCRIPTION OF WORK

DBE SUBCONTRACT AMOUNT

DBE PAYMENTS THIS
REPORT

PAYMENTS TO DATE

OFFICE USE ONLY
(Verification)

TOTALS

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME:

SIGNATURE:

(Title)

(Date)

DBE Utilization Report

UNIT
DH

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

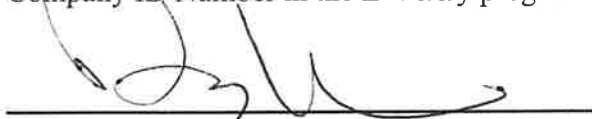
Before me, a Notary public, personally appeared Doug Harwell (affiant) who, being duly sworn says as follows:

President/CEO of HARWELL + COMPANY, 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 OWNER/MEMBER/CEO for HARWELL + COMPANY, 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.

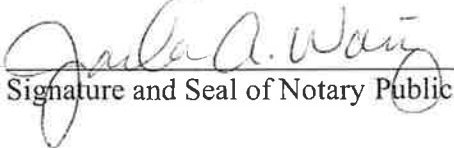
I further attest that said HARWELL + COMPANY, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 531791



CEO of HARWELL + COMPANY, LLC

Sworn to and subscribed before me this the 12th day of NOVEMBER, 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

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027



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. 2026-3005-03
Brookdale Drive Rehabilitation

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____

THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2026-3005-03
Brookdale Drive Rehabilitation

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____

County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. ~~The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.~~

OH
OMIT

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

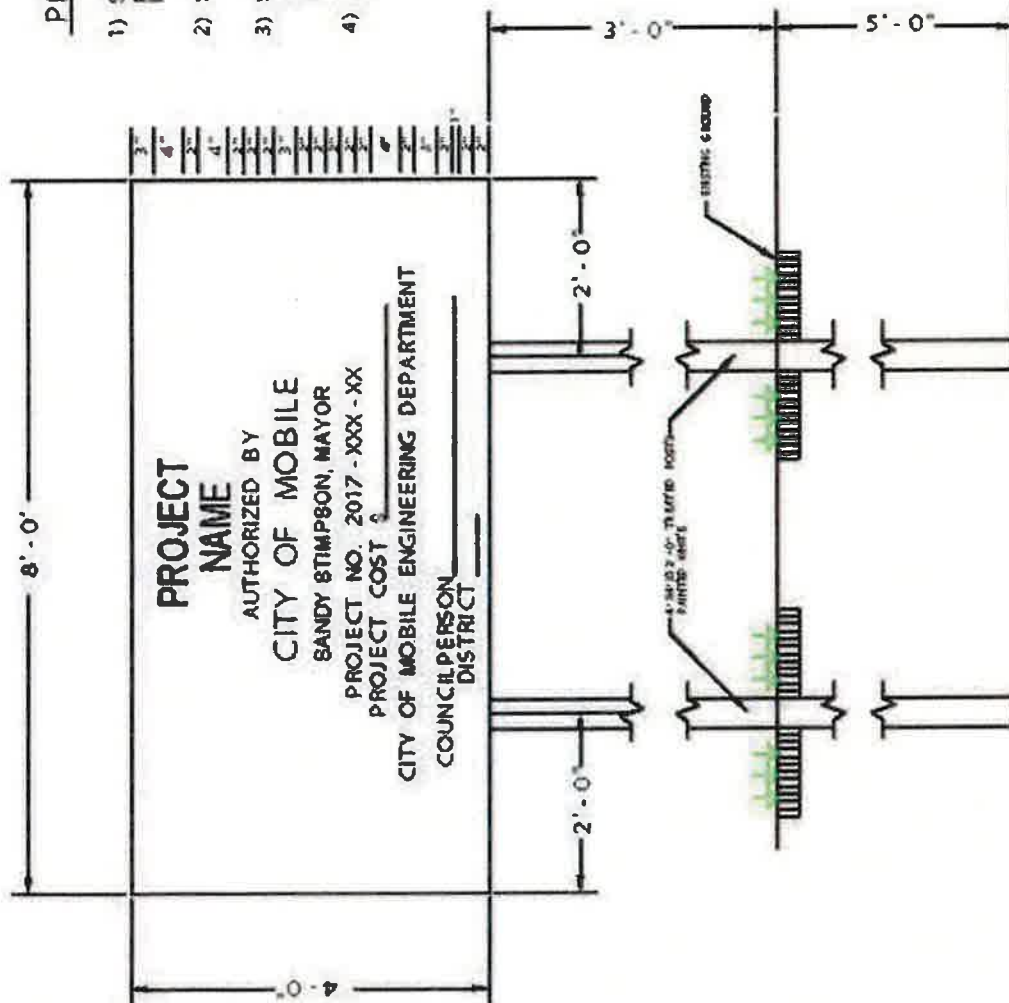
ATTACHMENT “E”

SIGN DETAILS

PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.



ATTACHMENT “F”
PROJECT ADDENDUMS

ADDENDUM NO. 1

ADDENDUM NO. 1

BROOKDALE DRIVE REHABILITATION

CITY OF MOBILE PROJECT NO. 2026-3005-03

BID DATE: November 12, 2025

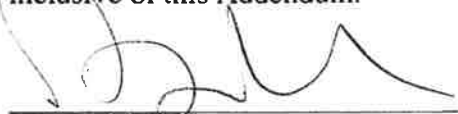
ADDENDUM NO. 1

ISSUED: November 10, 2025

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

- ✓ 1. Item III, Proposal, **REMOVE IN ITS ENTIRETY**, Replace with Sheets 10-15 These sheets have the following quantity changes:
 - 206-D2 REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING) -QTY 615
 - 301-A CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick- QTY 1,870
 - 408-A2 PLANING EXISTING PAVEMENT, 2.1" - 3.5" THICK- QTY 1,870
 - 429-B1 BITUMINOUS CONCRETE BINDER SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 220 LB/SY- QTY 215
- ✓ 2. Attachment "C"- Subcontracting Plan, E-Verify affidavit, and DBE Utilization Report. "Omit" the subcontracting plan and major supplier plans (sheets 1-5, pages 54-59) and DBE Utilization Report. This requirement is not applicable for ALDOT funded projects. Contractor shall "X" out and write "OMIT" on sheets 1-5 (pages 54-59) and DBE Utilization Report. The Contractor shall acknowledge by initialing each page edited by an officer of the prospective bidder. In addition, the following sheets that reference this requirement shall be stricken thru and initialed for acknowledgement.
 - Sheet 2, Contents ✓
 - Sheet 25 of Item VIII, Special Provisions, (4) ✓
 - Sheet 32 of Item VIII Special Provisions, (62) ✓
 - Sheet 37 of Item IX Articles of Agreement, Estimate (23) ✓
 - Sheet 38 of Item IX Articles of Agreement, Final Estimate (24) ✓
 - Sheet 53, Attachment "C" Subcontracting Plan E-Verify Affidavit, and DBE Utilization Report ✓
 - Sheet 64, Contractor's Close Out Requirements, (7) ✓
- ✓ 3. Item IX, Articles of Agreement, Sheet 38, (26) SOURCE OF FUNDS FOR PAYMENT: **Remove and Replace**
This has the following changes: ALDOT Grant and City of Mobile CIP to **2025 Rebuild Alabama Annual Grant**

We, as duly authorized representatives of HARWELL + COMPANY LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

11/12/2025
Date

Doug Harwell
Printed Name owner/member

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

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. SQD
~~Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.~~ OMIT
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)
68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.
69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.
70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.

EXAMPLE

EXAMPLE



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

Central Office of Supplier Diversity to
Questions, call or complete this form.
Via email: Archie@cityofmobile.org
251.208.7367
205 Government Street, 5th Floor

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	
RFP/RFO Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Date:

Signature:

Title:

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: Title:

E-mail: Phone:

Subcontractor/Supplier Plan rev. 1/28/2021

SGP

OMIT

Please use excel bid items spreadsheet for bidding. Macros need to be enabled for the spreadsheet to generate amount in words (SEE BELOW).

Print out completed excel sheet and attach after the proposal section with your bid.

◆ AI Overview

To enable macros in Excel, you'll need to adjust the security settings. First, click the "File" tab, then "Options" at the bottom. Next, navigate to "Trust Center" and then "Trust Center Settings". Within the Trust Center, select "Macro Settings" and choose to enable macros. You can choose to enable all macros or selectively enable them for specific files. 

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: November 12, 2025

Name of Project: Brookdale Drive Rehabilitation
Project Number: 2026-3005-03

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 11,025.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder

Mailing

Address

HARWELL & COMPANY, LLC
75 MIDTOWN PARK E, MOBILE, AL 36606-4141

*By (Legal Signature)

*Name (type or print)

*Title

Telephone Number

DOUG HARWELL (Seal)
OWNER/MEMBER/CEO

251-680-0995 / 251-308-4700

ATTACHMENT “G”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

The attached professional services contract is between the City of Mobile and Volkert, Inc. for the project "Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road)." This contract covers design and engineering services to create 100% construction documents for 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway to the Brookley by the Bay park entrance off Broad Street and associated pedestrian access. The roadway portion will also support other future development in this area. It includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction.

This contract is funded entirely through the GOMESA agreement associated with this project. Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

Amount of Contract:

\$864,203.00

Funding Source

GOMESA

ATTACHMENTS:

1. Cover Letter Brookley Design Contract
2. Commanders_Agreement_RESOLUTION

3. CommandersDrive_Volkert_FinalDraft20260122
4. CommandersDrive_Volkert_FinalDraft20260122-Volkert Signed (1)

REVIEWERS:

Jennifer Greene
Kelsi Tippet
Nicholas Amberger
Cherlina Monteiro
James Barber



January 22, 2026

Dear Councilmembers:

The attached professional services contract is between the City of Mobile and Volkert, Inc. for the project “Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road).” This contract covers design and engineering services to create 100% construction documents for 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway to the Brookley by the Bay park entrance off Broad Street and associated pedestrian access. The roadway portion will also support other future development in this area. It includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total amount of the contract is \$864,203.00.

This contract is funded entirely through the GOMESA agreement associated with this project. Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

We look forward to continued 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
Department of Engineering and Infrastructure

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Name of Company: Volkert, Inc.

Project Name: Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road)

Cost: \$864,203.00

Adopted:

City Clerk



January 22, 2026

VIA E-Mail

Ms. Jennifer Greene
Director, Programs and Project Management
City of Mobile
205 Government Street
Mobile, AL 36602

**RE: Engineering Agreement for Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)**

Dear Ms. Greene:

Attached please find a digital copy of our engineering design proposal included within the City's Standard professional services agreement for the project referred to as the Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road) Project.

This proposal is forwarded for your review and comment. If you have no comments or questions, please execute the agreement once approved by City Council and return to us a fully executed copy.

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.

A handwritten signature in blue ink that reads 'Jordan Stringfellow'.

Jordan Stringfellow, P.E.
Assistant Vice President

LRM/
Attachments



**Brookley by the Bay
Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)**

Professional Services Contract (Engineering)

PROJECT NO. 2025-2045-04

**ENGINEER:
VOLKERT, INC.**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This Agreement is made as of the date on which the last party executes this Agreement (the “Effective Date”), by and between: CITY OF MOBILE, ALABAMA (“City”), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and **Volkert, Inc.** (“ENGINEER”), an Alabama Corporation with its principal office at 11 N. Water St., Suite 18290, Mobile, AL 36602.

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

WHEREAS, **Volkert, Inc.** is uniquely qualified in the business of professional engineering and construction inspection services.

WHEREAS, the City of Mobile desires to engage **Volkert, Inc.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

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

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

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **VOLKERT, INC.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

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

PROJECT – Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road) PROJECT NO. 2025-2045-04. This project is for engineering and design of the vehicular road and multi-modal path access into Brookley by the Bay in accordance with the scope detailed in Exhibit B. **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents and other tasks as directed by the PROJECT MANAGER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER - That person designated by the CITY as PROJECT MANAGER or his appointed assistants.

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

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the

preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

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

This scope of work only includes the design and engineering phase.

A. TASK 1: DESIGN PHASE

1. General

- a. Should the PROJECT MANAGER request, the ENGINEER shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of design and progress at each meeting. These meetings shall continue until 100% construction documents are approved by the City.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.

- d. Provide cost estimates and alternatives for construction of the PROJECT, if requested by the PROJECT MANAGER.
- e. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**
- f. ENGINEER shall locate all utilities, contact utility companies, and show utilities on the plans in both plan and profile views, including contact information. ENGINEER shall coordinate resolution of utility conflicts and document all correspondence..
- g. ENGINEER shall prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.
- h. If required, ENGINEER shall prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
- i. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
- j. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.
- k. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
- l. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
- (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the PROJECT MANAGER.

b. Existing right of way and Easement maps shall be submitted to the PROJECT MANAGER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

- (1) Existing right of way, easements (temporary and permanent) and property lines.
- (2) Edge of existing and proposed Channel.
- (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
- (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the PROJECT MANAGER no later than the 90% submittal.

4. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, earthwork, and landscaping. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) stages of development. PROJECT MANAGER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the PROJECT MANAGER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **30% Design Submittal** (approximately 30% completion) shall be made **10 (ten) weeks** after the project commences. Plan and profile layout sheets, existing utility sheets, cross-section sheets, and typical sections for both Commanders Drive and Old Bay Front Drive (Multi-Modal) will be submitted. Initial coordination with utility companies will be completed and documented.
 - (2) **60% Design Submittal** (approximately 60% completion) shall be made **Seven (7) weeks** after 30% comments are received by the ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the PROJECT MANAGER and other City of Mobile project delivery team members. The ENGINEER will prepare a record of comments and observations and make required

changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

(4) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the PROJECT MANAGER.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- c. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions or Supplemental Specifications may be added to these documents to describe special requirements particular to this PROJECT.
- d. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- e. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans.
- f. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- g. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard

copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. TERMINATION

a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

b. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

c. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section IV.a. above.

d. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

e. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intent to do so. Payment for work performed prior to the ENGINEER'S abandonment shall be as stated above. ENGINEER shall thirty (30) days to submit invoices. Invoices submitted after thirty (30) days may not be accepted for payment.

f. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the Engineer's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

g. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER'S work not delivered or performed as represented in the ENGINEER'S Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER'S failure or refusal to perform any other obligation under this Contract.

In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY.

V. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section VI shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated as a lump sum contract based on the rates stated in the Engineer's Hourly Rates, which is attached hereto and incorporated into this Agreement as Exhibit C Fee Schedule. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the in Exhibit C Fee Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. Task A: Design and engineering services for 30%, 60%, 90%, and 100% construction documents (Section III A(4)(a)(1-4)) shall not exceed \$864,203.00 (Eight Hundred Sixty Four Thousand Two Hundred Three Dollars and Zero Cents). Individual tasks shall be billed on a monthly basis proportional to the work completed per task. The tasks are detailed below:
 - 1. 30% Submittal - \$164,395.00
 - 2. 60% Submittal - \$275,113.00
 - 3. 90% Submittal - \$166,425.00

4. 100% Submittal - \$93,877.00
5. Environmental Services - \$20,032.00
6. Topographic Survey Services - \$35,000.00
7. Existing Right of Way and Easement Survey - \$XXXXXX
8. Right of Way Mapping and Deed Description Services - \$6,000.00
9. Right of Way Monumentation Services - \$6,000.00
10. Geotechnical Services - \$29,866.00
11. Traffic Impact Study - \$44,995.00

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$864,203.00 (Eight Hundred Sixty Four Thousand Two Hundred Three Dollars and Zero Cents).

Notwithstanding the preceding, ENGINEER shall perform no work under this Contract until a receipt of a notice to proceed. ENGINEER 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.

VII. RECORDS; AUDIT AND INSPECTION RIGHTS

- A. Records Maintenance. Consultant shall maintain complete and accurate records, books, documents, accounting data, correspondence, electronic files, subconsultant records, and other evidence ("Records") sufficient to demonstrate Consultant's compliance with its obligations under this Agreement, including but not limited to labor charges, reimbursable expenses, subconsultant costs, and deliverables.
- B. Retention Period. Records shall be retained for five (5) years after final payment, or longer if required by law or if a claim, dispute, or audit is pending.
- C. City's Audit Rights. The City, its auditors, and authorized representatives shall have the right, upon reasonable notice, to inspect, review, audit, and copy any and all Records, regardless of format.
- D. Access and Cooperation. Consultant shall make Records available at its offices during normal business hours and shall cooperate fully with City representatives, including providing knowledgeable personnel to assist in audit inquiries.
- E. Subconsultant Flow-Down. Consultant shall require all subconsultants, at every tier, to maintain Records and to grant audit rights to the City consistent with this Section. Consultant is responsible for ensuring subconsultant compliance.

- F. Recovery of Disallowed or Unsupported Costs. If an audit reveals overcharges, unallowable costs, or unsupported billing, Consultant shall reimburse the City within thirty (30) days of written notice, together with the City's reasonable audit costs arising from Consultant's noncompliance.
- G. Public Records Compliance. All Records related to this Agreement shall be preserved, produced, or made available to the extent required by Alabama public records laws.

VIII. INDEMNITY AND INSURANCE REQUIREMENTS

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, 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 (§A.2.). 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.

§A.1 is intended to comply with §41-9A-3, Code of Alabama (1975), and shall be construed and enforced consistently therewith.

f. Flow-Down of Indemnity Obligations. Consultant shall require all subconsultants, at every tier, to assume indemnity obligations no less stringent than those imposed on Consultant under this Agreement, including the obligation to indemnify and hold harmless the City and Consultant for claims arising out of the subconsultant's work. Consultant shall be liable for any failure of its subconsultants to comply with such requirements.

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, 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.

b. 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 with the executed contract, before starting services, and upon renewal.
- Policies must provide thirty (30) days' notice (ten (10) days for non-payment) to the City for cancellation or material change.
- If any required policy lapses, is cancelled, or becomes non-compliant, Consultant shall fully reinstate coverage within three (3) business days after written notice from the City. Should Consultant fail to do so, the City may procure equivalent coverage and deduct all associated costs from payments otherwise due to Consultant.
- Consultant 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

Subconsultant Insurance Flow-Down. Consultant shall require all subconsultants, at every tier, to maintain insurance coverages, limits, and endorsements identical to those required of Consultant, including naming the City as an additional insured (CGL, Auto, Umbrella) and providing waivers of subrogation. Consultant shall obtain and verify certificates and endorsements from such subconsultants and shall be fully responsible for any failure of subconsultants to comply.

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 five (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.

IX. COMPLIANCE WITH 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Engineer employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Engineer is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

X. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is GOMESA. Said funds are on hand at the time of the execution of this CONTRACT.

XI. ANTI-BOYCOTTING

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

XII. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

XV. DEFAULT/ BREACH

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

XVI. EFFECT OF DEFAULT

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

XVII. WITHHOLDING PAYMENT DUE

A. Default by Engineer shall excuse obligation of City to pay compensation or sums otherwise due Engineer under the agreement for deficiencies or nonconforming services. City may withhold sums due if there has been a default or breach by Engineer of any provision of this agreement but pay all undisputed amounts.

XVIII. CURE PLAN

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

XIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights,

privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Engineer's performance under this Contract subject to ENGINEER's Standard of Care.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Engineer is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Engineer and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If either Party is required to take legal action to enforce this contract, the other Party agrees to reimburse the prevailing party for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Engineer each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. Engineer Neither Party shall transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the other Party, which such consent shall be granted or denied solely at the other Party's sole discretion.

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

XX. NOTICE

All notices, requests, demands, approvals, consents, rejections, or other communications required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed properly given only if delivered by one of the following methods:

- (a) personal delivery;
- (b) nationally recognized overnight courier (e.g., FedEx, UPS);
- (c) certified U.S. Mail, return receipt requested; or
- (d) email, but only if receipt is acknowledged by the receiving party and followed by delivery through one of the methods listed in (a)–(c) within three (3) business days.

A. Formal Notice Addresses

Notices required or permitted under this Agreement shall be delivered to the following addresses, or to such other address as either party may designate by written Notice in accordance with this Section.

City of Mobile (Formal Notice):

City of Mobile
Office of the City Attorney
P.O. Box 1827
Mobile, Alabama 36633
Email: cherlina@cityofmobile.org

Engineer (Formal Notice):

Volkert, Inc.
Attn: Tracy P. Turner (Contracts / Legal / Risk, etc.)
Address: 11 N. Water St., Suite 18290
City, State, Zip: Mobile, AL 36602
Email: tracy.turner@volkert.com

B. Project Points of Contact (Administrative Only)

The following individuals are designated as the primary points of contact for routine project coordination and day-to-day administration. Designation as a Project Point of Contact does not authorize modification of this Agreement or acceptance of formal Notices unless expressly stated above.

City of Mobile (Project POC):

Project Manager: Jennifer Greene, Director
Department: Programs and Project Management
Email: jennifer.greene@cityofmobile.org
Telephone: 251.208.7199

Engineer (Project POC):

Project Manager: Jordan Stringfellow
Title: Assistant Vice President
Email: jordan.stringfellow@volkert.com
Telephone: 251-605-6020

C. Priority Rule

In the event of any conflict, **Formal Notice addresses in subsection A control** over Project Points of Contact listed in subsection B.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

CITY OF MOBILE, A Municipal Corporation

By: _____
Spiro N. Cheriogotis
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

VOLKERT, INC.

By: _____

Print: _____

Its: _____

Address: _____

Telephone: _____

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby
certify that _____, whose name as _____ of
VOLKERT, INC. is signed to the foregoing conveyance and who are known to me acknowledged
before me on this day, that, being informed of these contents of the conveyance, he as such
officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A: PROJECT LOCATION

 VEHICULAR ACCESS
 PEDESTRIAN ACCESS
 PARK VEHICULAR ACCESS
 (FUTURE WORK PHASE)

	23' WIDE PAVED ROADWAY WITH 18" CURB & GUTTER
	20' WIDE PAVED MULTIUSE PATH WITH 6" RIBBON CURB
	20' WIDE PAVED ROADWAY WITH 6" RIBBON CURB (FUTURE WORK PHASE)



Volkert

DESIGNED BY: L.R.M.

DETAILED BY: L.R.M.	SCALE: AS NOTED
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REVIEWED BY: J.H.S.	DATE: 10 / 09 / 2025
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**BROOKLEY BY THE BAY ACCESS
MOBILE, ALABAMA**

PPRELIMINARY SCOPE OF WORKS FOR

PROOZI EW DY TIE DAY ACCED

[illegible]

PRELIMINARY ACCESS LAYOUT

SHEET
1

EXHIBIT B: PROPOSAL



EXHIBIT B - ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

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DESCRIPTION	SHEET NUMBER
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Basic Services.....	3
Anticipated Schedule.....	6
Excluded Services.....	6
Summary of Engineering Fee Proposal.....	8
Man-Hour & Cost Estimates.....	9

ATTACHMENTS

Conceptual Project Layout.....	ATTACHMENT A
Subconsultant Proposal (SCAPE).....	ATTACHMENT B
Subconsultant Proposal (Wattier Surveying).....	ATTACHMENT C
Subconsultant Proposal (Southern Earth Sciences).....	ATTACHMENT D
Traffic Impact Study Proposal	ATTACHMENT E

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

PROJECT INTRODUCTION & SCOPE

This proposal will include the engineering design services for the access roads to Brookley by the Bay Park. Vehicular access for Brookley by the Bay Park is planned to follow the existing Commanders Drive. This project will reconstruct and widen Commanders Drive from Broad Street to the south end of the existing University of South Alabama property for utilization as the vehicular access to the park as well as future industrial access to the planned industrial sites located along the west side of Old Bay Front Road. The horizontal alignment of Commanders Drive will be evaluated and may be slightly shifted to best accommodate the project needs. Commander's Drive will be a two-lane roadway with curb and gutter. Necessary utilities required to serve the park and industrial sites will be installed alongside Commanders Drive (i.e. water, sanitary sewer, gas, fiber, and power). Commanders Drive will also include standard industrial lighting and minimal landscaping (i.e. grass only). A conceptual sketch of the proposed project is included in Attachment A.

This proposal also includes design services to rehabilitate Old Bay Front Road from Broad Street to the new entrance to Brookley by the Bay Park as a pedestrian and bicycle route. No vehicles will be allowed to utilize the new route except emergency vehicles. The new pedestrian / bike route will follow the existing alignment of Old Bay Front Road as closely as possible given limited right-of-way and the existing conservation easement on the east side of the road. The new pedestrian / bike route will include facilities for pedestrians and bicyclists with a clear delineation between each mode of pedestrian transportation. A retaining wall along the steep bluff is proposed along this stretch of pedestrian access. The new pedestrian / bike route will include adequate lighting and security to ensure the safety of the travelers. The new route will also include landscaping designed by SCAPE Landscape Architects so that the route blends seamlessly into Brookley by the Bay Park. SCAPE's proposal is included in Attachment B.

It is our understanding that both roadways are to be dedicated as City of Mobile right-of-way. Therefore, ALDOT and City of Mobile design standards will be utilized. Services for topographic survey, existing Right-of-Way and easement survey, proposed Right-of-Way mapping and Deeds, and Right-of-Way monumentation for Commander's Drive and a small piece of property for the construction of a retaining wall on Old Bayfront Drive is included in this proposal. It is also our understanding that several funding sources including the Mobile County Pay-as-you-Go program, City of Mobile funds, and GoMESA funds will be the funding mechanisms for the construction of the project. There are no fees for bid services nor documentation of the construction of the project in accordance with City of Mobile and Mobile County standards. If these services are needed at a later date, they may be added via amendment.

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

The sections below provide more detail regarding the specific tasks included in this proposal.

BASIC SERVICES (Lump Sum)

- Task 1 – 30% Construction Documents

This task will involve the development of the 30% Construction Plans for the project which will include the geometric sheets, typical sections, grading plans, plan and profile sheets, preliminary utility plans, and cross sections. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 30% Construction Plans

- Task 2 – 60% Construction Documents

This task will involve the development of the 60% Construction Plans for the project which will include updating all sheets from the 30% plans along with demo sheets, intersection layout sheets, drainage sections, electrical plan sheets and details, striping and signage plans, traffic control plans, erosion control plans, utility plans, and landscaping plans. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 60% Construction Plans, 60% Construction Cost Estimate

- Task 3 – 90% Construction Documents

This task will involve the development of the 90% Construction Plans for the project which will include updating all sheets from the 60% plans along with the addition of the summary of quantities and box sheets. This task will also include the development of the Engineering Report which outlines all design decisions and calculations. The construction project manual will be developed and submitted within this task detailing the contract documents and technical specifications. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 90% Construction Plans, 90% Construction Cost Estimate, 90% Construction Project Manual, Engineering & Drainage Report

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

- Task 4 – 100% Construction Documents

This task will involve the development of the 100% Construction Plans for the project which will include updating all sheets from the 90% plans for final seal and signature. The final construction cost estimate and construction project manual will be submitted with this task. Then these documents will be submitted to the City of Mobile for permitting if permits are needed (Land Disturbance and ROW permits). The NPDES permit will also be developed and submitted under this task. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 100% Construction Plans, 100% Construction Cost Estimate, 100% Construction Project Manual, NPDES Permit, Construction Best Management Practices Plan, City of Mobile LDP & ROW Permit (if required)

- Task 5 – Environmental Services

This task will include services necessary for a wetlands and waters of the United States field delineation, preparation/submission of a U.S. Army Corps of Engineers Nationwide 14 Permit Application, and preparation and submission of a Biological Assessment. This task does not include any NPDES Stormwater Inspections associated with the ADEM Notice of Intent.

Task Submittals: Wetland and Waters of the U.S. Delineation, USACE Nationwide 14 Permit Application, Biological Assessment

- Task 6 – Topographic Survey Services – Wattier Surveying

This task will include Wattier Surveying providing topographic survey services for the project. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: N/A

- Task 7 – Existing Right of Way and Easement Survey Services – Wattier Surveying

This task will include services for Wattier Surveying to survey existing property and easement lines along the alignment of the Commander's Drive roadway and for a small piece of property along Old Bayfront Drive for the construction of a retaining wall. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: N/A

- Task 8 – Right-of-Way Mapping & Deed Descriptions Services – Wattier Surveying

This task will include Wattier Surveying providing Right-of-Way mapping and deed descriptions along the alignment of the Commander's Drive roadway and for a small

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

piece of property along Old Bayfront Drive for the construction of a retaining wall. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: Right-of-Way Map & Deed Description

- Task 9 – Right-of-Way Monumentation Services – Wattier Surveying

This task will include Wattier Surveying installing proposed Right-of-Way monuments along the alignment of the Commander's Drive roadway and for a small piece of property along Old Bayfront Drive for the construction of a retaining wall. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: N/A

- Task 10 – Geotechnical Services – Southern Earth Sciences

This task will include Southern Earth Sciences providing geotechnical services along the alignment of the Commander's Drive roadway and Old Bayfront Drive. Southern Earth Sciences' subconsultant proposal is attached in Attachment D and provides a detailed description of the work included in this task.

Task Submittals: Geotechnical Report

- Task 11 – Traffic Impact Study

This task will include Volkert providing traffic impact study services for the park project and future development. A separate Volkert proposal is attached in Attachment E and provides a detailed description of the work included in this task.

Task Submittals: Traffic Impact Study Report

ANTICIPATED SCHEDULE

Submit 30% Construction Documents	10 Weeks from NTP
Submit 60% Construction Documents	7 Weeks after receiving 30% review comments
Submit 90% Construction Documents	4 Weeks after receiving 60% review comments
Submit 100% Construction Documents	4 Weeks after receiving 90% review comments

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.

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

The following are not included in the scope of this proposal:

- a) Architectural and structural designs of any proposed buildings are not included in this proposal.
- b) This proposal does not include any NEPA documentation services. Federal funding is not anticipated to be used for this project. Should that change, Volkert recommends determining if the NEPA process will be necessary.
- c) This proposal does not include any environmental inspection services. The proposed project includes the development and submission of an environmental Notice of Intent to the Authority Having Jurisdiction (AHJ). However, the required monitoring and documentation required by the subsequent permit is not included in this contract.
- d) This proposal does not include fees for any required permits.
- e) This proposal does not include any right-of-way acquisition services. The only services pertaining to right-of-way are preparation of a deed and map and installation of right-of-way monumentation.
- f) This proposal does not include bid procurement, construction administration, bid assistance services, construction inspection services, or construction material testing services.
- g) Structural or geotechnical design of retaining walls is not included in this proposal.
- h) This proposal does not include design for any improvements along Broad Street.

SUMMARY OF ENGINEERING FEE PROPOSAL		
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)		
BASIC / PROFESSIONAL SERVICES (LUMP SUM)		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 1	30% Submittal	\$164,395.00
Task 2	60% Submittal	\$275,113.00
Task 3	90% Submittal	\$166,425.00
Task 4	100% Submittal	\$93,877.00
Task 5	Environmental Services	\$20,032.00
Task 6	Topographic Survey Services - Wattier Surveying	\$35,000.00
Task 7	Existing Right of Way and Easement Survey - Wattier Surveying	\$6,000.00
Task 8	Right of Way Mapping and Deed Description Services - Wattier Surveying	\$6,000.00
Task 9	Right of Way Monumentation (approx. 50 each) Services - Wattier Surveying	\$22,500.00
Task 10	Geotechnical Services - Southern Earth Sciences	\$29,866.00
Task 11	Traffic Impact Study	\$44,995.00
TOTAL BASIC SERVICE COST - LUMP SUM		\$864,203.00
TOTAL ENGINEERING COST		\$864,203.00

Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)									
1	30% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.	
1A.1	Site Review	2	8	8						
1A.2	Review Existing Utility/Drainage Maps & Data	8			16	24		24		
1A.3	Evaluate Survey Data		4	8				8		
1A.4	Review Geotechnical Data	2	8							
1A.5	Prepare Preliminary Demolition Plan		2	8				8		
1A.6	Prepare Preliminary Utility & Drainage Demolition Plan	8			24	32		16		
1A.7	Prepare Preliminary Traffic Control Plan	2	8	8				8		
1A.8	Prepare Preliminary Construction Sequencing Plan	2	2	2				2		
1A.9	Prepare Preliminary Temporary & Permanent Airfield Fence Plan & Details	2	8	16				8		
1A.10	Prepare Construction Safety & Phasing Plan (CSPP)	2	8	16				8		
1A.11	Prepare Preliminary Pavement Design & Typical Sections	2	16	16				8		
1A.12	Prepare Preliminary Hz & Vt Alignments (Geometric Data)	2	16	24				60		
1A.13	Prepare Preliminary Plan and Profile Sheets	2	4	8				40		
1A.14	Prepare Preliminary Cross Sections	2	16	16				40		
1A.15	Prepare Preliminary Drainage Plan	8	24	24				40		
1A.16	Prepare Preliminary Utility Plans	24			40	60		80		
1A.17	Prepare Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)		2	4				8		
1A.18	Prepare FAA Technical Specifications	2	8	8					8	
1A.19	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				8	
1A.20	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	8	16	4	16	24				
1A.21	Coordination with MAA & FAA	1	1	1						
1A.22	Prepare Submittal (Plans, Checklists, Transmittal)		8	16	8	16		8	8	
1A.23	QA/QC	8			8		16			
TOTAL MAN-HOURS		95	167	187	120	156	16	366	24	

Task No.	PROPOSED FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
1	30% Submittal	Man-hour	Rate	Cost
Labor Costs				
	Lead Civil Engineer	95	\$236.00	\$22,420.00
	Staff 2 Site Engineer - Civil	167	\$201.00	\$33,567.00
	Staff 1 Site Engineer Associate - Civil	187	\$126.00	\$23,562.00
	Staff 2 Water/Wastewater Engineer - Civil	120	\$201.00	\$24,120.00
	Staff 1 Water/Wastewater Associate - Civil	156	\$126.00	\$19,656.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	366	\$97.00	\$35,502.00
	Administration Assistant - Civil	24	\$98.00	\$2,352.00
TOTAL 30% SUBMITTAL COSTS				\$164,395.00

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Task No.	MAN-HOUR ESTIMATE								
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)								
2A	60% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.
2A.1	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				
2A.2	Update Demolition Plan			4				4	
2A.3	Update Utility & Drainage Demolition Plan	2			4	8		8	
2A.4	Update Traffic Control Plan	2	4	4				8	
2A.5	Update Construction Sequencing Plan	2	4	4				8	
2A.6	Update Preliminary Temporary & Permanent Airfield Fence Plan & Details	2	4	8				8	
2A.7	Update CSPP	2	2	2					
2A.8	Update Pavement Design & Typical Sections	2	4	16				8	
2A.9	Update H _z & V _t Alignments (Geometric Data)	2	8	16				16	
2A.10	Update Plan and Profile Sheets	2	8	16				16	
2A.11	Update Cross Sections	2	16	24				16	
2A.12	Update Drainage Plan	2	16	24				16	
2A.13	Prepare Drainage Sections	2	16	24				40	
2A.14	Prepare Drainage Details	2	8	16				40	
2A.15	Update Utility Plans	8			24	24		40	
2A.16	Prepare Utility Profiles	16			24	60		60	
2A.17	Prepare Utility Details	16			24	40		40	
2A.18	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)			16				8	
2A.19	Prepare Lighting Plans	16	16	24				24	
2A.20	Prepare Lighting Details	8	16	24				24	
2A.21	Prepare Retaining Wall Envelopes	16	24	24				40	
2A.22	Prepare Striping & Signage Plans	8	24	40				40	
2A.23	Prepare Erosion Control Plans	8	24	40				40	
2A.24	Prepare Erosion Control Details	4	16	24				24	
2A.25	Coordinate with SCAPE for Landscaping Plans	12	16						
2A.26	Prepare Preliminary Summary of Quantities	8	16	24	16	24			
2A.27	Prepare Preliminary Cost Estimate	8	16	8					
2A.28	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	8	8		8	8			
2A.29	Coordination with FAA & MAA	1	1	1					
2A.30	Prepare Submittal (Plans, Specifications, Reports, Checklists, Transmittal)	2	8	8	16	8			8
2A.31	QA/QC	8			8		16		
TOTAL MAN-HOURS		179	283	391	132	172	16	528	8

Task No.	PROPOSED FEE			
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
2A	60% Submittal	Man-hour	Rate	Cost
	Labor Costs			
	Lead Civil Engineer	179	\$236.00	\$42,244.00
	Staff 2 Site Engineer - Civil	283	\$201.00	\$56,883.00
	Staff 1 Site Engineer Associate - Civil	391	\$126.00	\$49,266.00
	Staff 2 Water/Wastewater Engineer - Civil	132	\$201.00	\$26,532.00
	Staff 1 Water/Wastewater Associate - Civil	172	\$126.00	\$21,672.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	528	\$97.00	\$51,216.00
	Administration Assistant - Civil	8	\$98.00	\$784.00
TOTAL 60% SUBMITTAL COSTS - VOLKERT				\$251,813.00

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Task No.	LANDSCAPING DESIGN (SUBCONSULTANT)		
	SCAPE		
2B	Landscaping Design - SCAPE		Cost
	60% Landscaping Design		\$22,500.00
	Reimbursable Expenses		\$800.00
		SCAPE - Subtotal	\$23,300.00
TOTAL 60% LANDSCAPE DESIGN COSTS			\$23,300.00

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TOTAL 60% SUBMITTAL COSTS			\$275,113.00
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Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)								
	3A 90% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.
3A.1	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				
3A.2	Update Demolition Plan							4	
3A.3	Update Utility & Drainage Demolition Plan	2			2	4		4	
3A.4	Update Traffic Control Plan		2	4				4	
3A.5	Update Construction Sequencing Plan		2	4				4	
3A.6	Update Preliminary Temporary & Permanent Airfield Fence Plan & Details		2	4				4	
3A.7	Update CSPP		1	1					
3A.8	Update Pavement Design & Typical Sections		2	4				4	
3A.9	Update Hz & Vt Alignments (Geometric Data)		2	4				8	
3A.10	Update Plan and Profile Sheets		4	8				8	
3A.11	Update Cross Sections		2	4				8	
3A.12	Update Drainage Plan	2	4	8				16	
3A.13	Update Drainage Sections	2	4	8				16	
3A.14	Update Drainage Details	2	4	8				8	
3A.15	Update Utility Plans	4			8	16		24	
3A.16	Update Utility Profiles	4			8	16		24	
3A.17	Update Utility Details	4			8	16		24	
3A.18	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)			2				2	
3A.19	Update Lighting Plans	4	8	16				16	
3A.20	Update Lighting Details	4	8	16				8	
3A.21	Update Retaining Wall Details	4	8	8				16	
3A.22	Update Striping & Signage Plans	2	8	16				16	
3A.23	Update Erosion Control Plans	2	4	8				16	
3A.24	Update Erosion Control Details		4	8				8	
3A.25	Coordinate with SCAPE for Landscaping Plans	6	16						
3A.26	Update Summary of Quantities	2	8	8	16	16			
3A.27	Update Cost Estimate	1	1	1					
3A.28	Prepare Box Sheets	4	16	24	24	24			
3A.29	Coordination with FAA & MAA	1	1	1					
3A.30	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	4	8		8	8			
3A.31	Prepare Project Manual/Contract Document	4	8	8	8	8			8
3A.32	Prepare Engineering & Drainage Report	8	16	16	16	16			
3A.33	Prepare Submittal (Plans, Specifications, Reports, Checklists, Transmittal)	2	8	8	16	8			8
3A.34	QA/QC	8			8		16		
TOTAL MAN-HOURS		84	159	197	130	132	16	242	16

Task No.	PROPOSED FEE			
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
3A	90% Submittal	Man-hour	Rate	Cost
Labor Costs				
	Lead Civil Engineer	84	\$236.00	\$19,824.00
	Staff 2 Site Engineer - Civil	159	\$201.00	\$31,959.00
	Staff 1 Site Engineer Associate - Civil	197	\$126.00	\$24,822.00
	Staff 2 Water/Wastewater Engineer - Civil	130	\$201.00	\$26,130.00
	Staff 1 Water/Wastewater Associate - Civil	132	\$126.00	\$16,632.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	242	\$97.00	\$23,474.00
	Administration Assistant - Civil	16	\$98.00	\$1,568.00
TOTAL 90% SUBMITTAL COSTS - VOLKERT				\$147,625.00

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Task No.	LANDSCAPING DESIGN (SUBCONSULTANT)	
	SCAPE	
3B	Landscaping Design - SCAPE	Cost
	90% Landscaping Design	\$18,000.00
	Reimbursable Expenses	\$800.00
	SCAPE - Subtotal	\$18,800.00
TOTAL 90% LANDSCAPE DESIGN COSTS		\$18,800.00

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TOTAL 90% SUBMITTAL COSTS		\$166,425.00
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PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive Old Bayfront Road)

Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)								
	4A 100% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.
4A.1	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				
4A.2	Update Demolition Plan							2	
4A.3	Update Utility & Drainage Demolition Plan					2		2	
4A.4	Update Traffic Control Plan			2				2	
4A.5	Update Construction Sequencing Plan			2				2	
4A.6	Update Preliminary Temporary & Permanent Airfield Fence Plan & Details		2	4				4	
4A.7	Update CSPP		1	1					
4A.8	Update Pavement Design & Typical Sections			2				2	
4A.9	Update Hz & Vt Alignments (Geometric Data)			2				2	
4A.10	Update Plan and Profile Sheets			2				2	
4A.11	Update Cross Sections			2				2	
4A.12	Update Drainage Plan		2	2				4	
4A.13	Update Drainage Sections		2	2				4	
4A.14	Update Drainage Details			2				4	
4A.15	Update Utility Plans				2	4		4	
4A.16	Update Utility Profiles				2	4		4	
4A.17	Update Utility Details				2	4		4	
4A.18	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)							2	
4A.19	Update Lighting Plans		2	4				4	
4A.20	Update Lighting Details		2	4				4	
4A.21	Update Retaining Wall Details		2	2				2	
4A.22	Update Striping & Signage Plans			4				4	
4A.23	Update Erosion Control Plans			4				4	
4A.24	Update Erosion Control Details			2				2	
4A.25	Coordinate with SCAPE for Landscaping Plans	2	8						
4A.26	Update Summary of Quantities	2	4	4	8	8			
4A.27	Update Box Sheets	2	8	16	16	16			
4A.28	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	4	8		8	8			
4A.29	Coordination with FAA & MAA	1	1	1					
4A.30	Update Project Manual/Contract Document		2	4	8	8			8
4A.31	Finalize Engineering & Drainage Report	2	4	8	8	8			
4A.32	Prepare Submittal (Plans, Specifications, Reports, Checklists, Transmittal)	2	8	8	16	8			8
4A.33	Prepare & Submit NPDES Permit & CBMPP	8	16	40					
4A.34	Prepare & Submit City of Mobile Land Disturbance Permit	8	16	40					
4A.35	Prepare & Submit Notice of Proposed Construction - FAA 7460		1	2					
4A.36	QA/QC	2			4		16		
TOTAL MAN-HOURS		41	97	166	82	70	16	66	16

Task No.	PROPOSED FEE			
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
4A	100% Submittal	Man-hour	Rate	Cost
Labor Costs				
	Lead Civil Engineer	41	\$236.00	\$9,676.00
	Staff 2 Site Engineer - Civil	97	\$201.00	\$19,497.00
	Staff 1 Site Engineer Associate - Civil	166	\$126.00	\$20,916.00
	Staff 2 Water/Wastewater Engineer - Civil	82	\$201.00	\$16,482.00
	Staff 1 Water/Wastewater Associate - Civil	70	\$126.00	\$8,820.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	66	\$97.00	\$6,402.00
	Administration Assistant - Civil	16	\$98.00	\$1,568.00
TOTAL 100% SUBMITTAL COSTS - VOLKERT				\$86,577.00

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Task No.	LANDSCAPING DESIGN (SUBCONSULTANT)	
	SCAPE	
4B	Landscaping Design - SCAPE	Cost
	100% Landscaping Design	\$6,500.00
	Reimbursable Expenses	\$800.00
	SCAPE - Subtotal	\$7,300.00
TOTAL 100% LANDSCAPE DESIGN COSTS		\$7,300.00

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TOTAL 100% SUBMITTAL COSTS		\$93,877.00
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Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD		
5	Environmental Services	ENV Manager	ENV Engineer/Scientist
5.1	Wetlands & Waters of the U.S. Delineation	8	16
5.2	Prepare and Submit U.S. Army Corps of Engineers Nationwide 14 Permit Application	16	16
5.3	Prepare and Submit Biological Assessment	16	16
5.4	QA/QC	4	
TOTAL MAN-HOURS		44	48

Task No.	PROPOSED FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
5	Environmental Services	Man-hour	Rate	Cost
Labor Costs				
Environmental Manager		44	\$236.00	\$10,384.00
Environmental Engineer/Scientist		48	\$201.00	\$9,648.00
TOTAL ENVIRONMENTAL SERVICES COSTS - VOLKERT				\$20,032.00 LS

WATTIER SURVEYING - TOPOGRAPHIC SUREY SERVICES FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
6	Topographic Survey Services - Wattier
TOTAL TOPOGRAPHIC SURVEY SERVICES (WATTIER) FEE	
\$35,000.00 LS	

WATTIER SURVEYING - EXISTING RIGHT OF WAY AND EASEMENT SURVEY FEE SUMMARY BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
7	Existing Right of Way and Easement Survey - Wattier
TOTAL EXISTING RIGHT OF WAY AND EASEMENT SURVEY (WATTIER) FEE	
\$6,000.00 LS	

WATTIER SURVEYING - RIGHT OF WAY MAPPING AND DEED DESCRIPTION SERVICES FEE SUMMARY BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
8	Right of Way Mapping and Deed Description Services - Wattier
TOTAL RIGHT OF WAY MAPPING AND DEED DESCRIPTION SERVICES (WATTIER) FEE	
\$6,000.00 LS	

WATTIER SURVEYING - RIGHT OF WAY MONUMENTATION SERVICES FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
9	Right of Way Monumentation Services - Wattier
TOTAL RIGHT OF WAY MONUMENTATION SERVICES (WATTIER) FEE	
\$22,500.00 LS	

SOUTHERN EARTH SCIENCES - GEOTECHNICAL SERVICES FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
10	Geotechnical Services - Southern Earth Sciences
TOTAL GEOTECHNICAL SERVICES (SOUTHERN EARTH SCIENCES) FEE	
\$29,866.00 LS	

TRAFFIC IMPACT STUDY FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
11	Traffic Impact Study
TOTAL TRAFFIC IMPACT STUDY FEE	
\$44,995.00 LS	



ATTACHMENT A – CONCEPTUAL PROJECT LAYOUT

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

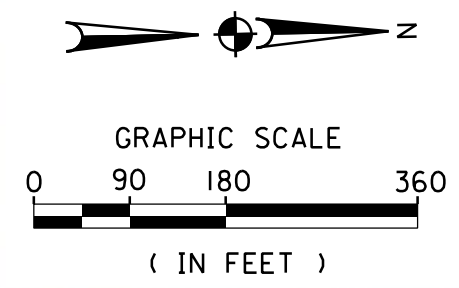
Client: City of Mobile

Date: December 22, 2025



 VEHICULAR ACCESS
 PEDESTRIAN ACCESS
 PARK VEHICULAR ACCESS
 (FUTURE WORK PHASE)

	23' WIDE PAVED ROADWAY WITH 18" CURB & GUTTER
	20' WIDE PAVED MULTIUSE PATH WITH 6" RIBBON CURB
	20' WIDE PAVED ROADWAY WITH 6" RIBBON CURB (FUTURE WORK PHASE)



**PROFESSIONAL
ENGINEER'S SEAL**

VOLKERT

DESIGNED BY: L.R.M.

DETAILED BY: L.R.M.	SCALE: AS NOTED
---------------------	-----------------

REVIEWED BY: J.H.S. DATE: 10 / 09 / 2025

**BROOKLEY BY THE BAY ACCESS
MOBILE, ALABAMA**

PPRELIMINARY SCOPE OF WORKS FOR

BROOKLEY BY THE BAY ACCESS

[illegible]

PRELIMINARY ACCESS LAYOUT

SHEET
1



ATTACHMENT B – SUBCONSULTANT PROPOSAL: SCAPE LANDSCAPE ARCHITECTURE

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Brookley by the Bay – Alternative Access Drive
Request for Proposals

November 24, 2025

Jordan Stringfellow
Volkert, Inc.

PROJECT UNDERSTANDING

It is our understanding that Volkert, Inc. is interested in retaining SCAPE for complete landscape design services from 60% Design through 100% Design for the Brookley by the Bay – Alternative Access Drive. This scope is inclusive of the areas outlined below:

- A planting design for the proposed road and trail entry that reflects the design intent of the future Brookley by the Bay park.
- Coordinate of design intent with project engineer.
- Planting plans and details for construction.

The following document outlines our fee and deliverables per design phase and our estimated project expenses. SCAPE assumes approximately an 12-week design schedule (60% Design through 100% Design) for the project based on this proposed schedule:

- Phase 1 - 60% Design – 6 weeks
- Phase 2 - 90% Design – 4 weeks
- Phase 3 - 100% Design – 2 weeks

Consultants to Client team: SCAPE assumes that civil, structural, MEP, geotechnical, and lighting will be provided by the Client or their consultants to support our efforts.

SCAPE understands 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 any subconsultants contracted directly to us to support our work on the project.

Cost Estimating: Cost estimating is not included in SCAPE's scope of services and we assume this will be prepared by the project engineer. We will participate in cost alignment discussions as outlined below and assume any modifications identified as a result of the costing efforts can be reasonably addressed within the subsequent submission. Resubmissions and / or additional submissions related to costing efforts are not included in this scope.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD formats.
- Any additional relevant and available technical reports for our reference.
- Landscape budget target.

SCOPE OF SERVICES

PHASE 1 – 60% Design – (6 WEEKS)

SCAPE will coordinate with project engineers on the layout for the alternative trail and roadway alignment. We will develop planting plans to a 60% level of detail based on the new layout.

Design Deliverables:

- Preliminary planting plans
- Hand, CAD, Rhino (3D), or PDF sketches to coordinate design or technical requirements with other consultants as needed

- Presentation slides for Client meetings listed below

Technical Documentation Deliverables:

- One (1) 60% Design drawing set (includes: planting plans and limited landscape details)
- One (1) Issuance:
 - 60% Design

Meetings:

- Kick-Off Meeting
- Client calls to share design progress, up to two (2).
- 1-hour consultant coordination calls, up to four (6).

Travel Summary:

- No travel assumed during this phase

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period at the conclusion of the phase, SCAPE assumes we will be pencils down during that time. Any comments will be addressed in the following phase.

SCAPE recommends that the Client confirms landscape budget targets and that a full cost estimate be developed at the end of the phase.

PHASE 2 – 90% DESIGN – (4 WEEKS)

SCAPE will advance the planting design to a 90% documentation level. We will also coordinate materials prepared by any subconsultants relative to the landscape scope. Any significant changes from the approved 60% design during this phase will be considered for additional services. At the end of this phase, there will be a 90%-level landscape design and associated documentation that finalizes all scope items and freezes all elements in place.

Design Deliverables:

- Preliminary planting design with plant mixes with representative species located in plan

- One (1) round of review and comment on 60% cost estimate provided by others.

Technical Documentation Deliverables:

- One (1) 90% Design drawing set (includes: planting plans and landscape details)
- One (1) set of draft technical specifications.
- One (1) Issuance:
 - 90% Design

Meetings:

- Weekly Client calls to share design progress, up to two (2)
- Weekly 1-hour consultant coordination calls, up to four (4)
- One (1) costing coordination call

Travel Summary:

- No travel assumed during this phase

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period at the conclusion of the phase, SCAPE assumes we will be pencils down during that time. Any comments will be addressed in the following phase.

SCAPE recommends that the Client confirms landscape budget targets and that a full cost estimate be developed at the end of this phase.

PHASE 3 – 100% Design – (2 WEEKS)

Based on the approved 90% documents, SCAPE will prepare coordinated landscape architectural documents that describe the requirements of construction work for the planted areas to be designed by SCAPE. We will also coordinate materials prepared by any subconsultants relative to the landscape scope. Any significant changes to the approved 90% design during this phase will be considered for additional services.

Design Deliverables:

- Final planting design with species and quantities located in plan

- Hand, CAD, Rhino (3D), or PDF sketches to coordinate design or technical requirements with other consultants as needed
- One (1) round of review and comment, each, on one (1) 90% and one (1) cost estimate provided by others.
- Provide list of contractors, if requested.

Technical Documentation Deliverables:

- One (1) Construction Documentation drawing set; signed and sealed (includes: planting plans and landscape details)
- One (1) set of technical specifications.
- One (1) Issuance:
 - 100% Construction Documents

Meetings:

- Client calls to share design progress, up to two (1)
- Weekly 1-hour consultant coordination calls, up to four (2)
- Up to two (1) costing coordination calls

Travel Summary:

- No travel assumed during this phase

SCOPE ASSUMPTIONS:

General

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design.
2. SCAPE will contract for services with Volkert, Inc. We will rely on the Owner's designated representative for management and administration of our services; coordination of design review and approvals; definition of the project schedule; administration of the planning entitlement, plan check, permitting, bid, and construction processes; and establishment of procedures for the general coordination of various disciplines within the team. SCAPE will be responsible to coordinate its own work within the consultant team. We will electronically transmit all submittals to the Owner's designated representative who will be responsible for printing and distribution of all submittals.
3. SCAPE assumes all meetings will be attended virtually.

4. All files will be developed in AutoDesk AutoCAD, the Microsoft Suite, Rhino, and Adobe Suite, as appropriate. Deliverables will be submitted to the Client in PDF format.
5. Renderings by an outside or professional rendering company are not included in this scope. In-house renderings will be charged as \$5,500 per marketing-quality rendering. Rates are valid for the current calendar year and may be increased without written notice.
6. Landscape budget targets are a critical consideration when programming, designing, and detailing a site. SCAPE can work toward budget targets if they are provided to us, however SCAPE has no control over (a) the cost of labor, material, or equipment; (b) the means, methods and procedures of the contractor's work; or (c) competitive bidding.
7. Significant design changes as referenced in the scope above would include any changes that require additional time or person-power to accommodate. This may include, but is not limited to changes to: buildings, roadways/curbs; landscape programs; design geometries, materials, design aesthetic; or absence/delay in budget expectations or any change the landscape budget of more than 10%.
8. SCAPE assumes we will have all Client feedback, stakeholder or agency input, and architectural/engineering information in a timely manner to complete documentation on schedule. We assume Client, agency, and stakeholder feedback will be coordinated and consolidated before being relayed to our team.
9. Extension of the project schedule overall or within each phase, additional meetings or travel, and additional submissions may be presented to the Client for additional services.
10. Pre-construction and Construction Observation services have not been included within this proposal. However, these are services that SCAPE can complete upon request.
11. The following items are not included in this scope of services and may be presented to the Client for consideration as an additional service if required by the project:
 - a. Public Engagement
 - b. Presentation models.
 - c. Carbon or emissions tracking or calculations.
 - d. Phased implementation
 - e. Off-site improvements or remediation.

- f. Large tree relocation and/or advanced plant procurement procedures.
- g. Maintenance Manuals and Maintenance Plans.
- h. Conformed sets, record drawings or as-builts.

Work by Others

1. SCAPE assumes the contracted engineer(s) will have scope to design and document the engineering scopes and support the landscape work as needed including, but not limited to:
 - a. MEP Engineering: Electrical, water, and plumbing connections as required by the landscape design and programming.
 - b. Civil Engineering: Drainage and utility connections. Parking, roadways, and associated curbs. Vehicular pavements. Stormwater calculations. Water capture and reuse systems as required by the landscape design.
 - c. Structural Engineering: Provide structural design as required and as coordinated for all site structures (including footings, foundations, and reinforcement) required by the landscape design. Structures and walls over three (3) feet such as a pergolas or trellises, retaining walls, etc. shall be stamped by a licensed Professional Engineer.
2. SCAPE assumes the following services will be provided by others:
Demolition, site preparation, shoring, site/building protection, temporary conditions, safety, and site accessibility during construction; foundation drainage and waterproofing; mechanized gate operating systems, site security, and vehicle control systems; discovery, work, precautions, permitting, and remediation related to hazardous environmental conditions or poor soils; artwork and related installation and support design services; mock-ups labor and materials; land use or other attorney services.

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
Phase 1 - 60% Design	6 Weeks	\$22,500	Fixed Fee
Phase 2 – 90% Design	4 Weeks	\$18,000	Fixed Fee
Phase 3 - 100% Design	2 Weeks	\$6,500	Fixed Fee
SCAPE DESIGN SERVICES SUBTOTAL	<u>12 Weeks</u>	<u>\$47,000</u>	<u>Fixed Fee</u>

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.

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.

SCAPE 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
Admin	\$120/Hour
Intern	\$100/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.

Vehicular Access to BPG Development and Brookley by the Bay Park. No landscaping design needed.

Approx. 750' long retaining wall. Likely vegetated wall. Need assistance with landscaping design

Pedestrian & Bike access to Brookley by the Bay Park. Need landscaping design along pathway from Broad St to Park entrance. Likely very similar to what we already have designed.



SIGNATURE PAGE

SCAPE requires a signed proposal, 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.

Landscape Architect

Client

SCAPE / LANDSCAPE ARCHITECTURE DPC Volkert, Inc.



By: Alexis Landes
Title: Managing Principal, Partner
Date: 11/25/2025

By: _____
Title _____
Date: _____



ATTACHMENT C – SUBCONSULTANT PROPOSAL: WATTIER SURVEYING

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025





WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

December 2, 2025

Luke Montalvo, PE
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Re: Brookley By The Bay - Access Roadway

Dear Luke

Thank you for the opportunity to provide a quotation for surveying services for the above-referenced property. We have reviewed the site and propose the following scope of work and fee.

Topographic Survey: \$ 35,000

A Topographic Survey will be provided of the areas shown on the attached site map and described as follows: (1) an 100-foot wide corridor along the proposed roadway route shown in red (approx. 5,400 LF), (2) the green shaded rectangular area west of the proposed roadway route, & (3) the area outlined in blue located east of the proposed roadway route. The Topographic Survey will show all above-ground visible improvements including roadways, curbing, parking area, sidewalks, fencing, utilities, storm drainage structures & pipe with invert elevations, sanitary sewer structures & pipe with invert elevations, trees 12" dbh and larger, etc. Underground utilities will be shown based on field measurements of flags or markings placed by various utility companies in response to an Alabama 811 One Call utility locate request and/or as shown on utility as-built drawings provided by the utility companies. The survey horizontal datum will be referenced to the State Plane Coordinate System, Alabama West Zone, NAD 83, US survey foot and the vertical datum will be referenced to NAVD88. Survey deliverables will include an AutoCad file with 3d triangulation for surface modeling and a project point list.

Existing Right-of-Way and Easement Survey: \$ 6,000

Property lines and easement lines along the roadway corridor and in the vicinity of the proposed retaining wall area will be surveyed, including recovery of existing property corner markers.

Right-of-Way Map and Deeds: \$ 6,000

A right-of-way map will be prepared which will show the proposed acquired right-of-way parcels and/or easements. Legal descriptions will be prepared for each acquired parcel and/or easement.

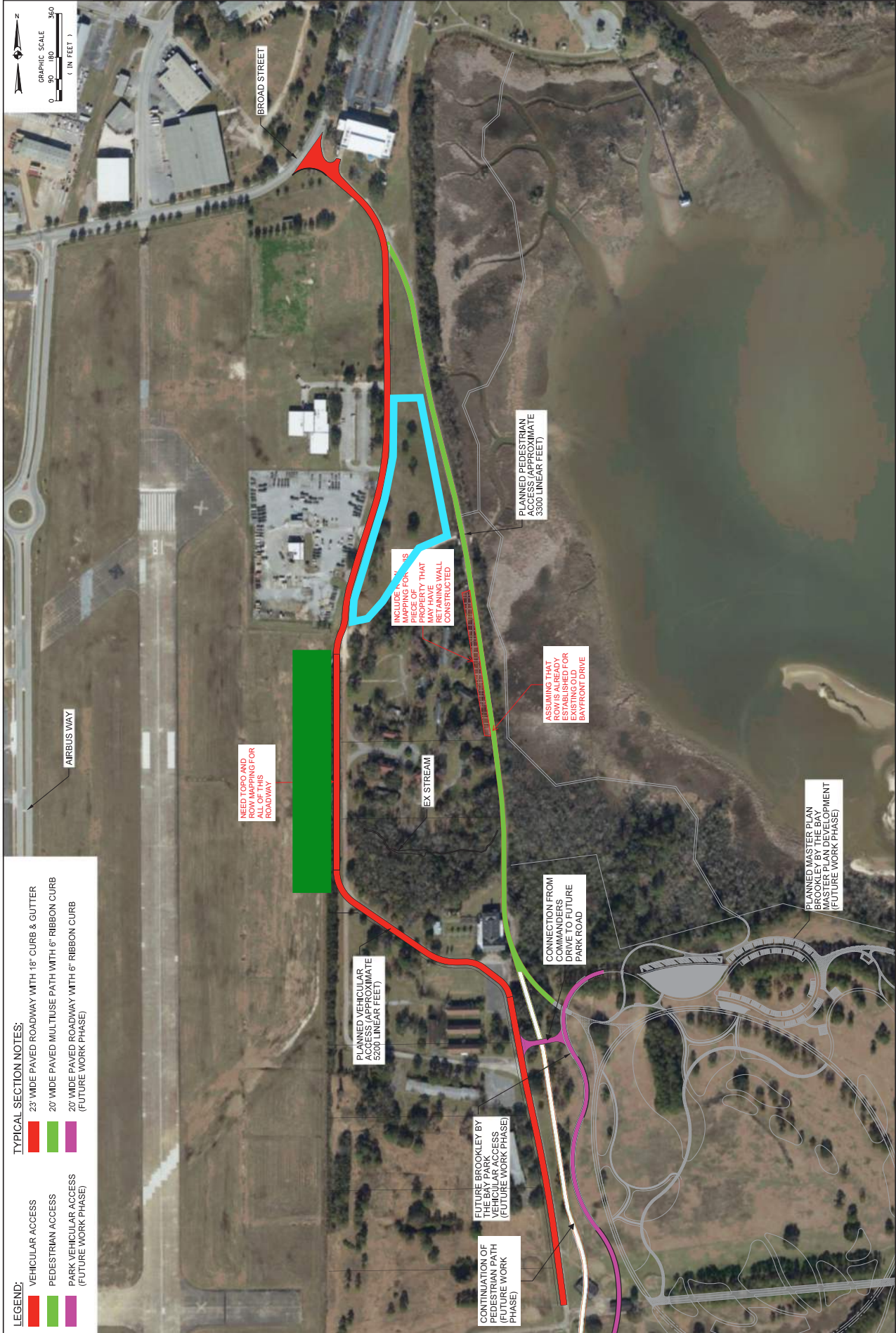
Right-of-Way Monumentation (approx. 50 each): \$ 22,500

Permanent concrete monuments will be installed to mark acquired right-of-way and easements at all corners and break points and other locations specified by the client. Existing property corner markers that were damaged during construction will be replaced.

Sincerely

WATTIER SURVEYING, INC.

Mark A. Wattier, PLS





ATTACHMENT D – SUBCONSULTANT PROPOSAL: SOUTHERN EARTH SCIENCES

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



November 24, 2025

VOLKERT, INC.

1110 Montlimar Blvd
Suite 1050
Mobile, AL 36609

ATTENTION: Mr. Luke Montalvo

SUBJECT: Proposed Brookley by the Bay Access Roadway and Pedestrian Access
Commanders Drive & Old Bay Front Drive
Mobile, AL
SES Proposal No: XM25-484

Dear Mr. Montalvo,

SOUTHERN EARTH SCIENCES, INC. (SES) appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of a new public two lane access road to the proposed Brookley by the Bay development. The proposed new roadway alignment is planned to be approximately 5,200 linear feet. The existing Commanders Drive currently consists of existing concrete and asphalt pavement but is expected to be demolished and widened to include currently undeveloped grassed areas adjacent to the existing roadway. Based on our correspondence with Mrs. Jordan Stringfellow, we understand the existing box culvert on the roadway alignment will either be extended or completely replaced. The existing box culvert is located on Commanders Drive just south of the US Army Reserve.

As part of the Brookley by the Bay development, the existing Old Front Bay Drive will be transformed into a new pedestrian and bicycle path. Our scope of work is limited to investigating the soil and subsurface conditions of the existing roadway section. We acknowledge that although the path's main function is pedestrian and bike movement, the City of Mobile mandates a pavement design capable of supporting emergency vehicles. No detailed traffic, grading or topographic information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

VOLKERT, INC.

SES Proposal No. XM25-484

November 24, 2025

Page 2

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of nineteen (19) soil borings spaced approximately every 300 feet within the proposed new roadway areas, two (2) soil borings near the existing culvert, and fifteen (15) pavement cores and soil borings spaced approximately every 500 feet within the existing roadway. Soil borings within the proposed new roadway areas are planned to extend to a depth of approximately 6 feet below existing grade. Soil borings near the existing culvert are planned to extend approximately 20 feet below existing grade.

The pavement cores will be advanced using a diamond core barrel and electric coring machine. For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with continuous soil sampling intervals. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SES will retain all soil samples for an additional 30 days unless otherwise specified. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a 20-ton Hogentogler Electronic CPT rig.

The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and pavement recommendations for the proposed roadway. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Site and Sub-Grade Preparation Recommendations
- Pavement Evaluation and Recommendations

Our scope of work does not include the investigation of traffic signal and light pole foundations. However, if the design engineer requires drilling in these areas and estimated passive earth pressure graphs, we can provide a separate cost proposal upon request. Our scope of work includes investigation of one culvert structure location. SES should be made aware if there are any more proposed culverts along the proposed roadway realignment prior to mobilization.

UNDERGROUND UTILITY LOCATION

We understand that you are the point of contact for our work on the site. We will contact the local One-Call or 811 Utility Location Service to locate utilities at the subject site, but these services typically only

VOLKERT, INC.

SES Proposal No. XM25-484

November 24, 2025

Page 3

locate utility lines along public right-of-ways. Private utilities must be located by the property owner or their representative. We cannot be held responsible for damage to utilities that are not clearly and accurately marked in the field.

Upon request, SES can scan the planned boring/sounding locations using Ground Penetrating Radar (GPR) prior to beginning the field investigation. This service would help identify and avoid damage to subterranean infrastructure that is not located by the One-Call Service (i.e., located on private property, owned by an entity that is not a member of the One-Call System or that is simply omitted or incorrectly located by One-Call personnel). Fees for GPR services in addition to the estimated fees are listed on the attached cost breakdown.

GEOTECHNICAL FEES AND SCHEDULE

Based on the scope of work outlined above, the total cost of the proposed scope of geotechnical services will be, for a lump sum fee of \$29,866. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services.

Approximately four to six weeks from the time of authorization will be required to complete the field investigation. Laboratory testing will follow completion of the field activities by about two weeks and reporting will follow completion of laboratory test results by approximately 2 weeks. We will be available to provide preliminary engineering evaluation and feedback upon completion of the field investigation and prior to issuing the report if time is of the essence.

Work beyond the defined scope of services, including additional meetings, consulting, design alternative reviews, or plan reviews, will be billed on a time and materials basis at the rates outlined in the attached cost breakdown. The pricing outlined in this proposal are valid for ninety (90) days from the date of issuance. Construction phase services, such as inspection and materials testing can be provided as a separate cost estimate upon request.

VOLKERT, INC.

SES Proposal No. XM25-484

November 24, 2025

Page 4

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Curran Nicholas, P.E.
Project Manager

CN/km

Attachments

xM25-484

- Core & Soil Boring
- Culvert Boring
- Soil Boring



2000 ft

SES Geotechnical Services Proposal XM25-277

Proposed USA Brookley Access Road

Mobile, AL



SOUTHERN
EARTH SCIENCES

Service	Unit Rate	Quantity	Units	Price	Comments
Drilling Services (Dept 11)					
Mobilization	\$ 1,000.00	1	ea	\$ 1,000.00	
Mileage - Rig Travel			mile		
Mileage - Crew Travel			mile		
SPT 0-50 feet	\$ 18.00	232	ft	\$ 4,176.00	Roadway - 25 @ 6 ft Culvert - 2 @ 20 ft Pedestrian Path - 7 @ 6 ft
SPT 50-75 feet			ft		
SPT 75-100 feet			ft		
SPT 100-150 feet			ft		
Grouting Boreholes			ft		
Extra SPT Tests	\$ 18.00	70	ea	\$ 1,260.00	
Asphalt/Concrete Cores	\$ 150.00	15	ea	\$ 2,250.00	
Asphalt/Concrete Patch	\$ 50.00	15	ea	\$ 750.00	
Manual Auger Borings			ea		
Shelby Tubes			ea		
Subcontract GPR	\$ 2,500.00	--	day	--	if required
Double-Ring Infiltration			ea		
Access/Set-Up	\$ 100.00	34	hr	\$ 3,400.00	per location
Site Specific Safety			hr		
Subtotal				\$ 12,836.00	
CPT Services (Dept 17)					
Mobilization			ea		
Mileage - Rig Travel			mile		
Mileage - Crew Travel			mile		
CPT _u Soundings			ft		
CPT _s Seismic Soundings			ft		
CPT _u w/ Direct Push Samples			ft		
Grouting CPT Sounding Holes			ea		
Difficult Access/Tracking			hr		
Site Specific Safety			hr		
Subtotal				\$ -	
Laboratory Testing (Dept 12)					
Moisture Content	\$ 15.00	40	ea	\$ 600.00	
Atterberg Limits	\$ 100.00	20	ea	\$ 2,000.00	
Sieve Analysis	\$ 75.00	40	ea	\$ 3,000.00	
UU Triaxial			ea		
Consolidation			ea		
UD Sample Prep			ea		
California Bearing Ratio			ea		
Subtotal				\$ 5,600.00	
Prof and Staff Services (Dept 14)					
Field Engineer	\$ 145.00	12	hr	\$ 1,740.00	
Staff Engineer	\$ 145.00	26	hr	\$ 3,770.00	
Professional Engineer	\$ 185.00	12	hr	\$ 2,220.00	
Principal Engineer	\$ 225.00	8	hr	\$ 1,800.00	
gINT/CAD Tech	\$ 95.00	20	hr	\$ 1,900.00	
Engineer Travel			mile		
Subtotal				\$ 11,430.00	
Total SES Fees				\$ 29,866.00	

ALABAMA**CORPORATE OFFICE**

P.O. Box 160745
 Mobile, AL 36616
 Ph: 251-445-4354
 Fax: 251-345-9453

MOBILE OFFICE

5460 Rangeline Road
 Mobile, AL 36619
 Ph: 251-344-7711
 Fax: 251-443-9000

MONTGOMERY OFFICE

1414 I-85 Parkway
 Montgomery, AL 36106
 Ph: 344-260-6227
 Fax: 334-260-6229

SUMMERDALE OFFICE

105 Highway 59 N
 Summerdale, AL 36580
 Ph: 251-989-7726
 Fax: 251-989-6722

FLORIDA**DESTIN OFFICE**

625 Valparaiso Parkway
 Unit 706
 Valparaiso, FL 32580
 Ph: 850-837-9966

PANAMA CITY OFFICE

7500 McElvey Road, Ste. A
 Panama City Beach, FL 32408
 Ph: 850-769-4773

PENSACOLA OFFICE

707 E. Cervantes St
 Ste. B, #198
 Pensacola, FL 32501
 Ph: 850-775-3283

TALLAHASSEE OFFICE

1246 Timberlane Road
 Tallahassee, FL 32312
 Ph: 850-576-4652

TAMPA OFFICE

13919 Carrollwood Village Run
 Ste. 3
 Tampa, FL 33618
 Ph: 813-252-0845

LOUISIANA**BATON ROUGE OFFICE**

11638 Sun Belt Court
 Baton Rouge, LA 70809
 Ph: 225-751-1727
 Ph: 225-356-4355
 Fax: 225-752-1467

MANDEVILLE OFFICE

1933 Surgi Drive, Ste. A
 Mandeville, LA 70448
 Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE

725 South Genois Street
 New Orleans, LA 70119
 Ph: 504-486-5595
 Fax: 504-486-5598

MISSISSIPPI**LONG BEACH OFFICE**

626-D West Railroad Street
 Long Beach, MS 39560
 Ph: 228-868-6618



**SOUTHERN
EARTH SCIENCES**

WORK AUTHORIZATION SHEET

Billing Name	VOLKERT, INC.		
Address	1110 Montlimar Dr., Suite 1050		
City	Mobile	State	AL Zip 36609
Phone	251-404-5900	Fax	Cell
email	luke.montalvo@volkert.com		
Project Name	Proposed USA Brookley Access Roadway		
Project Location	Mobile, AL	Proposal Number XM25-484	
Contact	Mr. Luke Montalvo		
Additional Reports			
Address			
City		State	Zip
Phone		Fax	Cell
email			

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:

For Southern Earth Sciences, Inc.

November 24, 2025

Date

Curran Nicholas

Print or Type Name of Representative

Authorized by:

 Signature of Client Representative

 Date

 Print or Type Name of Representative



TERMS AND CONDITIONS

Project: Proposed USA Brookley Access Roadway
Client: VOLKERT, INC.
Proposal No.: XM25-484

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for Southern Earth Sciences, Inc. (SES) and SES's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SES will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SES will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SES harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SES of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, skillful, and professional manner by employees and subcontractors of SES, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SES will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees, and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SES, as instruments of service, shall remain property of SES. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand, and will not be used by the client for any purpose whatsoever.

5.3 SES will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SES agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all

reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SES under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SES does not make nor imply any warranty of fitness for a particular purpose by entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SES, and that the data, interpretations, and recommendations of SES are based solely on the information available to us. SES will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SES will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SES by the client; however, SES shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings, and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SES by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SES's potential for human error. For additional consideration of \$10.00, receipt of which is hereby acknowledged, the client agrees that SES's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SES or any of its officers, directors, employees, agents, or subcontractors, will be limited to the aggregate of \$50,000.00 or SES's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SES agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SES's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SES and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SES exceed the amount of its applicable insurance coverage for the type of claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SES and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SES as third-party defendants.

8.3 Both the client and SES agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SES, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SES, except in cases of SES's sole negligence, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SES resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SES, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SES defend SES, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SES is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies, and holds harmless SES from any and all claims, loss, or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SES, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 –

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SES of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SES and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SES and the client agree the discovery of hazardous materials may also make it necessary for SES to take immediate measures to protect health and safety. Client hereby authorizes SES to take those immediate measures and client agrees to pay for or reimburse SES for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SES agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SES harmless for any or all consequences of disclosure made by SES which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SES, and to the maximum extent permitted by the law, agrees to defend, Indemnify, and save SES harmless from any claim, liability, and/or defense costs for injury or loss arising from SES's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SES, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SES will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SES will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by SES will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by SES employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SES is not responsible for job or site safety or security, other than for SES employees, and that SES does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SES represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SES has such coverage under public liability and property damage insurance policies which SES deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SES agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SES, its agents, staff, and consultants employed by it. SES shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. SES shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SES may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SES prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SES promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.



ATTACHMENT E – TRAFFIC IMPACT STUDY PROPOSAL

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Volkert is proposing to provide a Traffic Impact Study (TIS) for the proposed mixed land use development located in Mobile adjacent to Commanders Drive. The proposed project will include the development of a hotel and three (3) parcels with larger square footage buildings. The development is proposed to be built in four (4) individual/independent phases. The development location is bordered by Commanders Drive and South Broad Street.

The TIS is meant to evaluate the impacts of the proposed/planned development on the surrounding roadway network of existing and new planned roadways and to provide necessary recommendations for mitigation of significant impacts.

II. Scope of Services

Volkert proposes the following Scope of Services related to the above-noted project:

Traffic Impact Study

Volkert proposes to perform a Traffic Impact Study (TIS) to evaluate the impact of the proposed development on the surrounding roadway network. This traffic impact study will include:

Data Collection to include but not limited to

- Conduct traffic counts – up to five (5) 12-hour turning movement counts (TMC)
- Review ALDOT online traffic data
- Review City of Mobile Guidance documents for TIS compliance
- Obtain existing traffic signal timings for one (1) intersection in the study area
 - South Broad Street at Aerospace Drive
- Due diligence
 - Previous completed studies in the area
 - Committed future transportation projects
- Other information found applicable, by Volkert, to the completion of the traffic impact study

Traffic Data, Modeling, Analysis, & Warrants

Traffic Data

- Review and compile traffic data from the data collection phase
- Traffic Data to include:
 - Process existing traffic data – AM & PM peak hour – auto & heavy vehicles
 - Determination of historical background growth rate
 - Calculate historical data – AM & PM peak hour – auto & heavy vehicles
 - Calculate no-build traffic volumes four (4) phases – AM & PM peak hour – auto

& heavy vehicle

- Calculate new development trip generation four (4) phases – ADT, AM, & PM peak hour – auto & heavy vehicles
- New development trip distribution & trip assignment four (4) phases – AM & PM peak hour – auto & heavy vehicles
- Calculate build traffic volumes four (4) phases – AM & PM peak hour – auto & heavy vehicle

Modeling - of study area in Attachment C

- Develop existing conditions Synchro model for AM & PM peak hour
- Develop no-build conditions future year Synchro model for AM & PM peak hour for four (4) phases
- Develop build conditions future year Synchro model of network recommendation for AM & PM peak hour for four (4) phases

Analysis - of proposed study area in Attachment C

- Existing Conditions
 - Synchro reports for AM & PM peak hour
 - Table of delay and LOS from AM & PM peak hour
- No-build conditions future year – four (4) phases
 - Synchro reports for AM & PM peak hour
 - Table of delay and LOS from AM & PM peak hour
- Build conditions future year - four (4) phases
 - Synchro reports for AM & PM peak hour
 - Table of delay and LOS from AM & PM peak hour

Warrants

- Signal Warrants – up to four (2) intersections
- Turn Lane Warrants – up to eight (8) intersections
 - Left Turn Lane Warrants
 - AM & PM peak hour
 - Right Turn Lane Warrants
 - AM & PM peak hour

Safety

- Sight Distance Evaluation

Reporting

- Volkert will develop a Methodology Technical Memorandum and submit to the City of Mobile for review outlining existing conditions and analysis methodology for approval from review agencies.
- Documentation of the above TIS to be delivered in report format to the client for their use.

Any additional scenarios presented or requested for study/analysis beyond the number listed above will be considered additional services. Additional work can be completed utilizing rates provided in Attachment B.

III. Additional Services

If services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in Attachment B.

IV. Project Understandings, Assumptions, and Exclusions

Volkert will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Volkert will have access to the site and adjoining areas, as required.
2. No public involvement/engagement is necessary as a portion of the evaluation.
3. Volkert will study/analyze the following number of scenarios of the study area in Attachment C. Any additional scenarios will be considered additional services, see Section III.
 - Existing Conditions (two)
 - No-Build Future (Design Year) Conditions - four
 - Build Future (Design Year) Conditions - four
4. Detailed signal timing(s) will not be developed as a part of this scope of work and fee structure.
5. Traffic signal design services are not included in this scope of work and provided fee structure.
6. No Implementation, field adjustments, or tuning of signal timing(s) is included in this provided fee structure.
7. No internal circulation evaluation is a part of this scope.
8. Coordination with any regulatory agency is limited to the scope of work for the TIS.
9. Scheduling time of performance begins after all data collection items have been received.
10. Client will provide the information outlined in section VI.

Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional fees may be required.

October 16, 2025

V. Time of Performance

Volkert is prepared to begin work immediately upon receipt of a notice to proceed and critical information from the client. For planning purposes, Volkert has prepared the following milestone schedule. This schedule does not include time for collection of traffic counts or regulatory agency review of draft and final reports:

Tasks	Duration
Turning Movement Counts	2 - 3 Weeks
Traffic Impact Study (to Draft submission)	16 - 18 Weeks
Meetings	As Needed

Volkert and Client are aware that many factors outside Volkert's control may affect Volkert's ability to complete the services to be provided under this Agreement. Volkert will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

VI. Responsibilities

Volkert strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Volkert's scope, as required in the project agreement for services.
2. Items to be provided by the Client include:
 - a. Detailed site layout of development with information such as type, square footage, employees, etc.
 - b. Vehicle (auto and truck) and employee scheduling if available
 - c. Future year to be used for no-build and build future year analysis (opening year for each phase).
3. Provide single point of contact for project coordination purposes.

Deliverables

The following document that will be produced as the deliverable for this TIS:

1. Methodology Technical Memorandum
2. TIS Report

VII. Compensation

The compensation to be paid to Volkert for providing requested services is provided in the Fee Summary Table below:

Fee Summary Table

Items	Fee Type	Fee Amount
1. Traffic Impact Study	Lump Sum	\$40,900.00
2. Traffic Counts	Lump Sum	\$4,095.00
3. Meetings	Hourly as needed	
TOTAL	Not to Exceed	\$44,995.00

October 16, 2025

In the event additional work or meetings are requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals is provided in Attachment B. The fees provided above are valid up to three (3) months from the date of this proposal.

Hourly Rates:

Supervisor, Principal Engineer, Engineer, Planner, or Architect	\$260 to \$370
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	\$140 to \$215
Graduate Engineer, Planner, or Architect	\$110 to \$160
Designer or Technician	\$100 to \$150
Drafter, Administrative Assistant, etc.	\$80 to \$120
Construction Representative	\$80 to \$120
Surveyor	\$80 to \$120

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued monthly.

Fee Summary Table

Items	Fee Type	Fee Amount
1. Traffic Impact Study	Lump Sum	\$40,900.00
2. Traffic Counts	Lump Sum	\$4,095.00
3. Meetings	Hourly as needed	
TOTAL	Not to Exceed	\$44,995.00



EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

<u>Total Contract Amount including Additional Services</u>	<u>\$XXXXX</u>
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EXHIBIT C ENGINEER'S SUMMARY OF HOURLY RATES	
LABOR DESCRIPTION	Rate
Principal	\$363.00
Supervisor	\$267.00
Lead Civil Engineer	\$236.00
Staff 2 Site Engineer - Civil	\$201.00
Staff 1 Site Engineer Associate - Civil	\$126.00
Staff 2 Water/Wastewater Engineer - Civil	\$201.00
Staff 1 Water/Wastewater Associate - Civil	\$126.00
Staff 2 Electrical Engineer - Civil	\$201.00
Staff 1 Electrical Engineer Associate - Civil	\$126.00
Staff 2 Quality Control Engineer - Civil	\$201.00
Technician	\$124.00
Draftsmen - Civil	\$97.00
Administration Assistant - Civil	\$98.00

EXHIBIT E: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED , the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED , subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED. EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE		OTH-ER
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 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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EXHIBIT F: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ Harold Eubanks _____ (affiant) who, being duly sworn says as follows:

Harold Eubanks
Regional Vice President of Volkert, Inc. _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Regional Vice President for Volkert, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

Regional Vice President of Volkert, Inc.

Sworn to and subscribed before me this the ____ day of _____, 2026.

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

**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 Volkert, Inc. (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 antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 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(I)) 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@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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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

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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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.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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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 Volkert, Inc.	
Name (Please Type or Print) Holly W Gibney	Title
Signature Electronically Signed	Date 03/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2008

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Volkert, Inc.
Company Facility Address	11 N Water Street Suite 18290 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630247014
North American Industry Classification Systems Code	541
Parent Company	Volkert, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22 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	5
FL	2
GA	2
IL	1
LA	3
MS	1
NC	1
TN	2
TX	4
VA	1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Gibney
Phone Number	251-342-1070
Fax	
Email	833-790-3074
	holly.gibney@volkert.com

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

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.

SIGNATURE: _____ (Title) _____ (Date)



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	11 North Water Street, Suite 18290 Mobile, AL 36602
Telephone	251-342-1070
E-Mail	jordan.stringfellow@volkert.com

RFP/RFQ Solicitation Number	2025-2045-04
Project Description	Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>1,111</u> Female <u>431</u> Minority <u>349</u> Non-minority <u>1,193</u> SDVO <u>N/A</u> Total #of Employees <u>1,542</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jordan Stringfellow

Signature: *Jordan Stringfellow* Date: 01/22/2026

Title: Assistant Vice President

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

Name: Jordan Stringfellow Title: Assistant Vice President

Email: jordan.stringfellow@volkert.com Phone: 251-605-6020



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Volkert, Inc. Your Bid/Proposal Amount \$ 864,203.00 Date: 01 / 22 / 2026
Description Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road
Name of Bidder/Proposer: Volkert, Inc.

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
SCAPE LA	212-462-2628	Landscape Architecture	\$47,000.00	5.4%	Yes	
Wattier Surveying, Inc.	251-342-2640	Survey / ROW	\$34,500.00	4.0%	No	
Southern Earth Sciences	251-344-7711	Geotechnical Investigation	\$29,866.00	3.5%	No	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc.

Contact Person: Jordan Stringfellow Phone 251-605-6020 Email jordan.stringfellow@volkert.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
	N/A	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	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
	N/A	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.
	N/A	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.
	N/A	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.)
	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	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

	N/A	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	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.
	N/A	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)

 X 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. _____



January 22, 2026

VIA E-Mail

Ms. Jennifer Greene
Director, Programs and Project Management
City of Mobile
205 Government Street
Mobile, AL 36602

**RE: Engineering Agreement for Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)**

Dear Ms. Greene:

Attached please find a digital copy of our engineering design proposal included within the City's Standard professional services agreement for the project referred to as the Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road) Project.

This proposal is forwarded for your review and comment. If you have no comments or questions, please execute the agreement once approved by City Council and return to us a fully executed copy.

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.

A handwritten signature in blue ink that reads 'Jordan Stringfellow'.

Jordan Stringfellow, P.E.
Assistant Vice President

LRM/
Attachments



**Brookley by the Bay
Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)**

Professional Services Contract (Engineering)

PROJECT NO. 2025-2045-04

**ENGINEER:
VOLKERT, INC.**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This Agreement is made as of the date on which the last party executes this Agreement (the “Effective Date”), by and between: CITY OF MOBILE, ALABAMA (“City”), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and **Volkert, Inc.** (“ENGINEER”), an Alabama Corporation with its principal office at 11 N. Water St., Suite 18290, Mobile, AL 36602.

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

WHEREAS, **Volkert, Inc.** is uniquely qualified in the business of professional engineering and construction inspection services.

WHEREAS, the City of Mobile desires to engage **Volkert, Inc.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

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

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

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **VOLKERT, INC.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

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

PROJECT – Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road) PROJECT NO. 2025-2045-04. This project is for engineering and design of the vehicular road and multi-modal path access into Brookley by the Bay in accordance with the scope detailed in Exhibit B. **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents and other tasks as directed by the PROJECT MANAGER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER - That person designated by the CITY as PROJECT MANAGER or his appointed assistants.

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

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the

preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

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

This scope of work only includes the design and engineering phase.

A. TASK 1: DESIGN PHASE

1. General

- a. Should the PROJECT MANAGER request, the ENGINEER shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of design and progress at each meeting. These meetings shall continue until 100% construction documents are approved by the City.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.

- d. Provide cost estimates and alternatives for construction of the PROJECT, if requested by the PROJECT MANAGER.
- e. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**
- f. ENGINEER shall locate all utilities, contact utility companies, and show utilities on the plans in both plan and profile views, including contact information. ENGINEER shall coordinate resolution of utility conflicts and document all correspondence..
- g. ENGINEER shall prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.
- h. If required, ENGINEER shall prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
- i. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
- j. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.
- k. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
- l. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
- (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the PROJECT MANAGER.

b. Existing right of way and Easement maps shall be submitted to the PROJECT MANAGER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

- (1) Existing right of way, easements (temporary and permanent) and property lines.
- (2) Edge of existing and proposed Channel.
- (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
- (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the PROJECT MANAGER no later than the 90% submittal.

4. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, earthwork, and landscaping. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) stages of development. PROJECT MANAGER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the PROJECT MANAGER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **30% Design Submittal** (approximately 30% completion) shall be made **10 (ten) weeks** after the project commences. Plan and profile layout sheets, existing utility sheets, cross-section sheets, and typical sections for both Commanders Drive and Old Bay Front Drive (Multi-Modal) will be submitted. Initial coordination with utility companies will be completed and documented.
 - (2) **60% Design Submittal** (approximately 60% completion) shall be made **Seven (7) weeks** after 30% comments are received by the ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the PROJECT MANAGER and other City of Mobile project delivery team members. The ENGINEER will prepare a record of comments and observations and make required

changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

(4) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the PROJECT MANAGER.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- c. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions or Supplemental Specifications may be added to these documents to describe special requirements particular to this PROJECT.
- d. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- e. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans.
- f. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- g. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard

copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. TERMINATION

a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

b. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

c. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section IV.a. above.

d. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

e. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intent to do so. Payment for work performed prior to the ENGINEER'S abandonment shall be as stated above. ENGINEER shall thirty (30) days to submit invoices. Invoices submitted after thirty (30) days may not be accepted for payment.

f. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the Engineer's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

g. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER'S work not delivered or performed as represented in the ENGINEER'S Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER'S failure or refusal to perform any other obligation under this Contract.

In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY.

V. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section VI shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated as a lump sum contract based on the rates stated in the Engineer's Hourly Rates, which is attached hereto and incorporated into this Agreement as Exhibit C Fee Schedule. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the in Exhibit C Fee Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. Task A: Design and engineering services for 30%, 60%, 90%, and 100% construction documents (Section III A(4)(a)(1-4)) shall not exceed \$864,203.00 (Eight Hundred Sixty Four Thousand Two Hundred Three Dollars and Zero Cents). Individual tasks shall be billed on a monthly basis proportional to the work completed per task. The tasks are detailed below:
 - 1. 30% Submittal - \$164,395.00
 - 2. 60% Submittal - \$275,113.00
 - 3. 90% Submittal - \$166,425.00

4. 100% Submittal - \$93,877.00
5. Environmental Services - \$20,032.00
6. Topographic Survey Services - \$35,000.00
7. Existing Right of Way and Easement Survey - \$XXXXXX
8. Right of Way Mapping and Deed Description Services - \$6,000.00
9. Right of Way Monumentation Services - \$6,000.00
10. Geotechnical Services - \$29,866.00
11. Traffic Impact Study - \$44,995.00

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$864,203.00 (Eight Hundred Sixty Four Thousand Two Hundred Three Dollars and Zero Cents).

Notwithstanding the preceding, ENGINEER shall perform no work under this Contract until a receipt of a notice to proceed. ENGINEER 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.

VII. RECORDS; AUDIT AND INSPECTION RIGHTS

- A. Records Maintenance. Consultant shall maintain complete and accurate records, books, documents, accounting data, correspondence, electronic files, subconsultant records, and other evidence ("Records") sufficient to demonstrate Consultant's compliance with its obligations under this Agreement, including but not limited to labor charges, reimbursable expenses, subconsultant costs, and deliverables.
- B. Retention Period. Records shall be retained for five (5) years after final payment, or longer if required by law or if a claim, dispute, or audit is pending.
- C. City's Audit Rights. The City, its auditors, and authorized representatives shall have the right, upon reasonable notice, to inspect, review, audit, and copy any and all Records, regardless of format.
- D. Access and Cooperation. Consultant shall make Records available at its offices during normal business hours and shall cooperate fully with City representatives, including providing knowledgeable personnel to assist in audit inquiries.
- E. Subconsultant Flow-Down. Consultant shall require all subconsultants, at every tier, to maintain Records and to grant audit rights to the City consistent with this Section. Consultant is responsible for ensuring subconsultant compliance.

- F. Recovery of Disallowed or Unsupported Costs. If an audit reveals overcharges, unallowable costs, or unsupported billing, Consultant shall reimburse the City within thirty (30) days of written notice, together with the City's reasonable audit costs arising from Consultant's noncompliance.
- G. Public Records Compliance. All Records related to this Agreement shall be preserved, produced, or made available to the extent required by Alabama public records laws.

VIII. INDEMNITY AND INSURANCE REQUIREMENTS

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, 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 (§A.2.). 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.

§A.1 is intended to comply with §41-9A-3, Code of Alabama (1975), and shall be construed and enforced consistently therewith.

f. Flow-Down of Indemnity Obligations. Consultant shall require all subconsultants, at every tier, to assume indemnity obligations no less stringent than those imposed on Consultant under this Agreement, including the obligation to indemnify and hold harmless the City and Consultant for claims arising out of the subconsultant's work. Consultant shall be liable for any failure of its subconsultants to comply with such requirements.

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, 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.

b. 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 with the executed contract, before starting services, and upon renewal.
- Policies must provide thirty (30) days' notice (ten (10) days for non-payment) to the City for cancellation or material change.
- If any required policy lapses, is cancelled, or becomes non-compliant, Consultant shall fully reinstate coverage within three (3) business days after written notice from the City. Should Consultant fail to do so, the City may procure equivalent coverage and deduct all associated costs from payments otherwise due to Consultant.
- Consultant 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

Subconsultant Insurance Flow-Down. Consultant shall require all subconsultants, at every tier, to maintain insurance coverages, limits, and endorsements identical to those required of Consultant, including naming the City as an additional insured (CGL, Auto, Umbrella) and providing waivers of subrogation. Consultant shall obtain and verify certificates and endorsements from such subconsultants and shall be fully responsible for any failure of subconsultants to comply.

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 five (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.

IX. COMPLIANCE WITH 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Engineer employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Engineer is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

X. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is GOMESA. Said funds are on hand at the time of the execution of this CONTRACT.

XI. ANTI-BOYCOTTING

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

XII. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

XV. DEFAULT/ BREACH

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

XVI. EFFECT OF DEFAULT

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

XVII. WITHHOLDING PAYMENT DUE

A. Default by Engineer shall excuse obligation of City to pay compensation or sums otherwise due Engineer under the agreement for deficiencies or nonconforming services. City may withhold sums due if there has been a default or breach by Engineer of any provision of this agreement but pay all undisputed amounts.

XVIII. CURE PLAN

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

XIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights,

privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Engineer's performance under this Contract subject to ENGINEER's Standard of Care.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Engineer is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Engineer and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If either Party is required to take legal action to enforce this contract, the other Party agrees to reimburse the prevailing party for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Engineer each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. Engineer Neither Party shall transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the other Party, which such consent shall be granted or denied solely at the other Party's sole discretion.

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

XX. NOTICE

All notices, requests, demands, approvals, consents, rejections, or other communications required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed properly given only if delivered by one of the following methods:

- (a) personal delivery;
- (b) nationally recognized overnight courier (e.g., FedEx, UPS);
- (c) certified U.S. Mail, return receipt requested; or
- (d) email, but only if receipt is acknowledged by the receiving party and followed by delivery through one of the methods listed in (a)–(c) within three (3) business days.

A. Formal Notice Addresses

Notices required or permitted under this Agreement shall be delivered to the following addresses, or to such other address as either party may designate by written Notice in accordance with this Section.

City of Mobile (Formal Notice):

City of Mobile
Office of the City Attorney
P.O. Box 1827
Mobile, Alabama 36633
Email: cherlina@cityofmobile.org

Engineer (Formal Notice):

Volkert, Inc.
Attn: Tracy P. Turner (Contracts / Legal / Risk, etc.)
Address: 11 N. Water St., Suite 18290
City, State, Zip: Mobile, AL 36602
Email: tracy.turner@volkert.com

B. Project Points of Contact (Administrative Only)

The following individuals are designated as the primary points of contact for routine project coordination and day-to-day administration. Designation as a Project Point of Contact does not authorize modification of this Agreement or acceptance of formal Notices unless expressly stated above.

City of Mobile (Project POC):

Project Manager: Jennifer Greene, Director
Department: Programs and Project Management
Email: jennifer.greene@cityofmobile.org
Telephone: 251.208.7199

Engineer (Project POC):

Project Manager: Jordan Stringfellow
Title: Assistant Vice President
Email: jordan.stringfellow@volkert.com
Telephone: 251-605-6020

C. Priority Rule

In the event of any conflict, **Formal Notice addresses in subsection A control** over Project Points of Contact listed in subsection B.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

CITY OF MOBILE, A Municipal Corporation

By: _____
Spiro N. Cheriogotis
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

VOLKERT, INC.

By: Harold Z. Eubanks

Print: HAROLD Z. EUBANKS

Its: REGIONAL VICE PRESIDENT

Address: 1110 MONTLIMAR DR STE 1050

MOBILE, AL 36609

Telephone: 251-709-5094

STATE OF ALABAMA
CITY OF MOBILE

I, Christina Williams, a Notary Public in and for said State and County, hereby
certify that Harold Eubanks, whose name as Reg. Vice President of
VOLKERT, INC. is signed to the foregoing conveyance and who are known to me acknowledged
before me on this day, that, being informed of these contents of the conveyance, he as such
officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 22 day of Jan, 2026.

Christina Williams
NOTARY PUBLIC

My Commission Expires: _____

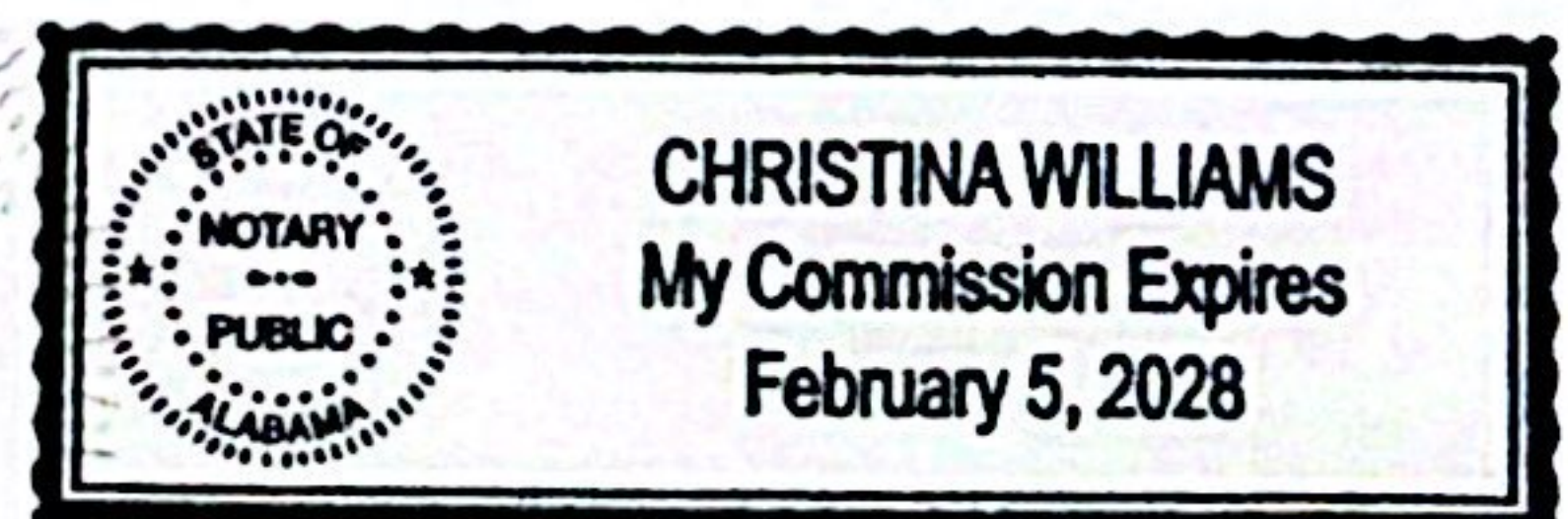
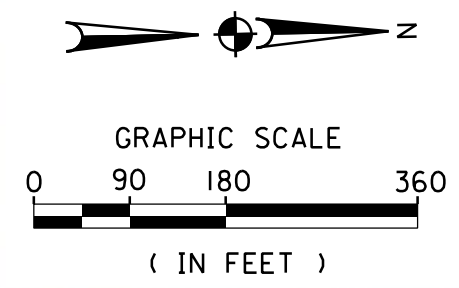


EXHIBIT A: PROJECT LOCATION

 VEHICULAR ACCESS
 PEDESTRIAN ACCESS
 PARK VEHICULAR ACCESS
 (FUTURE WORK PHASE)

	23' WIDE PAVED ROADWAY WITH 18" CURB & GUTTER
	20' WIDE PAVED MULTIUSE PATH WITH 6" RIBBON CURB
	20' WIDE PAVED ROADWAY WITH 6" RIBBON CURB (FUTURE WORK PHASE)



**PROFESSIONAL
ENGINEER'S SEAL**

VOLKERT

DESIGNED BY: L.R.M.

DETAILED BY: L.R.M.

REVIEWED BY: J.H.S.

**BROOKLEY BY THE BAY ACCESS
MOBILE, ALABAMA**

PPRELIMINARY SCOPE OF WORKS FOR

BROOKLEY BY THE BAY ACCESS

[illegible]

PRELIMINARY ACCESS LAYOUT

SHEET
1

EXHIBIT B: PROPOSAL



EXHIBIT B - ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope.....	3
Basic Services.....	3
Anticipated Schedule.....	6
Excluded Services.....	6
Summary of Engineering Fee Proposal.....	8
Man-Hour & Cost Estimates.....	9

ATTACHMENTS

Conceptual Project Layout.....	ATTACHMENT A
Subconsultant Proposal (SCAPE).....	ATTACHMENT B
Subconsultant Proposal (Wattier Surveying).....	ATTACHMENT C
Subconsultant Proposal (Southern Earth Sciences).....	ATTACHMENT D
Traffic Impact Study Proposal	ATTACHMENT E

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

PROJECT INTRODUCTION & SCOPE

This proposal will include the engineering design services for the access roads to Brookley by the Bay Park. Vehicular access for Brookley by the Bay Park is planned to follow the existing Commanders Drive. This project will reconstruct and widen Commanders Drive from Broad Street to the south end of the existing University of South Alabama property for utilization as the vehicular access to the park as well as future industrial access to the planned industrial sites located along the west side of Old Bay Front Road. The horizontal alignment of Commanders Drive will be evaluated and may be slightly shifted to best accommodate the project needs. Commander's Drive will be a two-lane roadway with curb and gutter. Necessary utilities required to serve the park and industrial sites will be installed alongside Commanders Drive (i.e. water, sanitary sewer, gas, fiber, and power). Commanders Drive will also include standard industrial lighting and minimal landscaping (i.e. grass only). A conceptual sketch of the proposed project is included in Attachment A.

This proposal also includes design services to rehabilitate Old Bay Front Road from Broad Street to the new entrance to Brookley by the Bay Park as a pedestrian and bicycle route. No vehicles will be allowed to utilize the new route except emergency vehicles. The new pedestrian / bike route will follow the existing alignment of Old Bay Front Road as closely as possible given limited right-of-way and the existing conservation easement on the east side of the road. The new pedestrian / bike route will include facilities for pedestrians and bicyclists with a clear delineation between each mode of pedestrian transportation. A retaining wall along the steep bluff is proposed along this stretch of pedestrian access. The new pedestrian / bike route will include adequate lighting and security to ensure the safety of the travelers. The new route will also include landscaping designed by SCAPE Landscape Architects so that the route blends seamlessly into Brookley by the Bay Park. SCAPE's proposal is included in Attachment B.

It is our understanding that both roadways are to be dedicated as City of Mobile right-of-way. Therefore, ALDOT and City of Mobile design standards will be utilized. Services for topographic survey, existing Right-of-Way and easement survey, proposed Right-of-Way mapping and Deeds, and Right-of-Way monumentation for Commander's Drive and a small piece of property for the construction of a retaining wall on Old Bayfront Drive is included in this proposal. It is also our understanding that several funding sources including the Mobile County Pay-as-you-Go program, City of Mobile funds, and GoMESA funds will be the funding mechanisms for the construction of the project. There are no fees for bid services nor documentation of the construction of the project in accordance with City of Mobile and Mobile County standards. If these services are needed at a later date, they may be added via amendment.

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

The sections below provide more detail regarding the specific tasks included in this proposal.

BASIC SERVICES (Lump Sum)

- Task 1 – 30% Construction Documents

This task will involve the development of the 30% Construction Plans for the project which will include the geometric sheets, typical sections, grading plans, plan and profile sheets, preliminary utility plans, and cross sections. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 30% Construction Plans

- Task 2 – 60% Construction Documents

This task will involve the development of the 60% Construction Plans for the project which will include updating all sheets from the 30% plans along with demo sheets, intersection layout sheets, drainage sections, electrical plan sheets and details, striping and signage plans, traffic control plans, erosion control plans, utility plans, and landscaping plans. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 60% Construction Plans, 60% Construction Cost Estimate

- Task 3 – 90% Construction Documents

This task will involve the development of the 90% Construction Plans for the project which will include updating all sheets from the 60% plans along with the addition of the summary of quantities and box sheets. This task will also include the development of the Engineering Report which outlines all design decisions and calculations. The construction project manual will be developed and submitted within this task detailing the contract documents and technical specifications. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 90% Construction Plans, 90% Construction Cost Estimate, 90% Construction Project Manual, Engineering & Drainage Report

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

- Task 4 – 100% Construction Documents

This task will involve the development of the 100% Construction Plans for the project which will include updating all sheets from the 90% plans for final seal and signature. The final construction cost estimate and construction project manual will be submitted with this task. Then these documents will be submitted to the City of Mobile for permitting if permits are needed (Land Disturbance and ROW permits). The NPDES permit will also be developed and submitted under this task. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

Task Submittals: 100% Construction Plans, 100% Construction Cost Estimate, 100% Construction Project Manual, NPDES Permit, Construction Best Management Practices Plan, City of Mobile LDP & ROW Permit (if required)

- Task 5 – Environmental Services

This task will include services necessary for a wetlands and waters of the United States field delineation, preparation/submission of a U.S. Army Corps of Engineers Nationwide 14 Permit Application, and preparation and submission of a Biological Assessment. This task does not include any NPDES Stormwater Inspections associated with the ADEM Notice of Intent.

Task Submittals: Wetland and Waters of the U.S. Delineation, USACE Nationwide 14 Permit Application, Biological Assessment

- Task 6 – Topographic Survey Services – Wattier Surveying

This task will include Wattier Surveying providing topographic survey services for the project. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: N/A

- Task 7 – Existing Right of Way and Easement Survey Services – Wattier Surveying

This task will include services for Wattier Surveying to survey existing property and easement lines along the alignment of the Commander's Drive roadway and for a small piece of property along Old Bayfront Drive for the construction of a retaining wall. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: N/A

- Task 8 – Right-of-Way Mapping & Deed Descriptions Services – Wattier Surveying

This task will include Wattier Surveying providing Right-of-Way mapping and deed descriptions along the alignment of the Commander's Drive roadway and for a small

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

piece of property along Old Bayfront Drive for the construction of a retaining wall. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: Right-of-Way Map & Deed Description

- Task 9 – Right-of-Way Monumentation Services – Wattier Surveying

This task will include Wattier Surveying installing proposed Right-of-Way monuments along the alignment of the Commander's Drive roadway and for a small piece of property along Old Bayfront Drive for the construction of a retaining wall. Wattier Surveying's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

Task Submittals: N/A

- Task 10 – Geotechnical Services – Southern Earth Sciences

This task will include Southern Earth Sciences providing geotechnical services along the alignment of the Commander's Drive roadway and Old Bayfront Drive. Southern Earth Sciences' subconsultant proposal is attached in Attachment D and provides a detailed description of the work included in this task.

Task Submittals: Geotechnical Report

- Task 11 – Traffic Impact Study

This task will include Volkert providing traffic impact study services for the park project and future development. A separate Volkert proposal is attached in Attachment E and provides a detailed description of the work included in this task.

Task Submittals: Traffic Impact Study Report

ANTICIPATED SCHEDULE

Submit 30% Construction Documents	10 Weeks from NTP
Submit 60% Construction Documents	7 Weeks after receiving 30% review comments
Submit 90% Construction Documents	4 Weeks after receiving 60% review comments
Submit 100% Construction Documents	4 Weeks after receiving 90% review comments

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.

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access
Road (Commanders Drive & Old Bayfront Road)

The following are not included in the scope of this proposal:

- a) Architectural and structural designs of any proposed buildings are not included in this proposal.
- b) This proposal does not include any NEPA documentation services. Federal funding is not anticipated to be used for this project. Should that change, Volkert recommends determining if the NEPA process will be necessary.
- c) This proposal does not include any environmental inspection services. The proposed project includes the development and submission of an environmental Notice of Intent to the Authority Having Jurisdiction (AHJ). However, the required monitoring and documentation required by the subsequent permit is not included in this contract.
- d) This proposal does not include fees for any required permits.
- e) This proposal does not include any right-of-way acquisition services. The only services pertaining to right-of-way are preparation of a deed and map and installation of right-of-way monumentation.
- f) This proposal does not include bid procurement, construction administration, bid assistance services, construction inspection services, or construction material testing services.
- g) Structural or geotechnical design of retaining walls is not included in this proposal.
- h) This proposal does not include design for any improvements along Broad Street.

SUMMARY OF ENGINEERING FEE PROPOSAL		
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)		
BASIC / PROFESSIONAL SERVICES (LUMP SUM)		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 1	30% Submittal	\$164,395.00
Task 2	60% Submittal	\$275,113.00
Task 3	90% Submittal	\$166,425.00
Task 4	100% Submittal	\$93,877.00
Task 5	Environmental Services	\$20,032.00
Task 6	Topographic Survey Services - Wattier Surveying	\$35,000.00
Task 7	Existing Right of Way and Easement Survey - Wattier Surveying	\$6,000.00
Task 8	Right of Way Mapping and Deed Description Services - Wattier Surveying	\$6,000.00
Task 9	Right of Way Monumentation (approx. 50 each) Services - Wattier Surveying	\$22,500.00
Task 10	Geotechnical Services - Southern Earth Sciences	\$29,866.00
Task 11	Traffic Impact Study	\$44,995.00
TOTAL BASIC SERVICE COST - LUMP SUM		\$864,203.00
TOTAL ENGINEERING COST		\$864,203.00

PROJECT DESCRIPTION: Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive Old Bayfront Road)

Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)									
1	30% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.	
1A.1	Site Review	2	8	8						
1A.2	Review Existing Utility/Drainage Maps & Data	8			16	24		24		
1A.3	Evaluate Survey Data		4	8				8		
1A.4	Review Geotechnical Data	2	8							
1A.5	Prepare Preliminary Demolition Plan		2	8				8		
1A.6	Prepare Preliminary Utility & Drainage Demolition Plan	8			24	32		16		
1A.7	Prepare Preliminary Traffic Control Plan	2	8	8				8		
1A.8	Prepare Preliminary Construction Sequencing Plan	2	2	2				2		
1A.9	Prepare Preliminary Temporary & Permanent Airfield Fence Plan & Details	2	8	16				8		
1A.10	Prepare Construction Safety & Phasing Plan (CSPP)	2	8	16				8		
1A.11	Prepare Preliminary Pavement Design & Typical Sections	2	16	16				8		
1A.12	Prepare Preliminary Hz & Vt Alignments (Geometric Data)	2	16	24				60		
1A.13	Prepare Preliminary Plan and Profile Sheets	2	4	8				40		
1A.14	Prepare Preliminary Cross Sections	2	16	16				40		
1A.15	Prepare Preliminary Drainage Plan	8	24	24				40		
1A.16	Prepare Preliminary Utility Plans	24			40	60		80		
1A.17	Prepare Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)		2	4				8		
1A.18	Prepare FAA Technical Specifications	2	8	8					8	
1A.19	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				8	
1A.20	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	8	16	4	16	24				
1A.21	Coordination with MAA & FAA	1	1	1						
1A.22	Prepare Submittal (Plans, Checklists, Transmittal)		8	16	8	16		8	8	
1A.23	QA/QC	8			8		16			
TOTAL MAN-HOURS		95	167	187	120	156	16	366	24	

Task No.	PROPOSED FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
1	30% Submittal	Man-hour	Rate	Cost
Labor Costs				
	Lead Civil Engineer	95	\$236.00	\$22,420.00
	Staff 2 Site Engineer - Civil	167	\$201.00	\$33,567.00
	Staff 1 Site Engineer Associate - Civil	187	\$126.00	\$23,562.00
	Staff 2 Water/Wastewater Engineer - Civil	120	\$201.00	\$24,120.00
	Staff 1 Water/Wastewater Associate - Civil	156	\$126.00	\$19,656.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	366	\$97.00	\$35,502.00
	Administration Assistant - Civil	24	\$98.00	\$2,352.00
TOTAL 30% SUBMITTAL COSTS				\$164,395.00

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Task No.	MAN-HOUR ESTIMATE								
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)								
2A	60% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.
2A.1	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				
2A.2	Update Demolition Plan			4				4	
2A.3	Update Utility & Drainage Demolition Plan	2			4	8		8	
2A.4	Update Traffic Control Plan	2	4	4				8	
2A.5	Update Construction Sequencing Plan	2	4	4				8	
2A.6	Update Preliminary Temporary & Permanent Airfield Fence Plan & Details	2	4	8				8	
2A.7	Update CSPP	2	2	2					
2A.8	Update Pavement Design & Typical Sections	2	4	16				8	
2A.9	Update H _z & V _t Alignments (Geometric Data)	2	8	16				16	
2A.10	Update Plan and Profile Sheets	2	8	16				16	
2A.11	Update Cross Sections	2	16	24				16	
2A.12	Update Drainage Plan	2	16	24				16	
2A.13	Prepare Drainage Sections	2	16	24				40	
2A.14	Prepare Drainage Details	2	8	16				40	
2A.15	Update Utility Plans	8			24	24		40	
2A.16	Prepare Utility Profiles	16			24	60		60	
2A.17	Prepare Utility Details	16			24	40		40	
2A.18	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)			16				8	
2A.19	Prepare Lighting Plans	16	16	24				24	
2A.20	Prepare Lighting Details	8	16	24				24	
2A.21	Prepare Retaining Wall Envelopes	16	24	24				40	
2A.22	Prepare Striping & Signage Plans	8	24	40				40	
2A.23	Prepare Erosion Control Plans	8	24	40				40	
2A.24	Prepare Erosion Control Details	4	16	24				24	
2A.25	Coordinate with SCAPE for Landscaping Plans	12	16						
2A.26	Prepare Preliminary Summary of Quantities	8	16	24	16	24			
2A.27	Prepare Preliminary Cost Estimate	8	16	8					
2A.28	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	8	8		8	8			
2A.29	Coordination with FAA & MAA	1	1	1					
2A.30	Prepare Submittal (Plans, Specifications, Reports, Checklists, Transmittal)	2	8	8	16	8			8
2A.31	QA/QC	8			8		16		
TOTAL MAN-HOURS		179	283	391	132	172	16	528	8

Task No.	PROPOSED FEE			
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
2A	60% Submittal	Man-hour	Rate	Cost
	Labor Costs			
	Lead Civil Engineer	179	\$236.00	\$42,244.00
	Staff 2 Site Engineer - Civil	283	\$201.00	\$56,883.00
	Staff 1 Site Engineer Associate - Civil	391	\$126.00	\$49,266.00
	Staff 2 Water/Wastewater Engineer - Civil	132	\$201.00	\$26,532.00
	Staff 1 Water/Wastewater Associate - Civil	172	\$126.00	\$21,672.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	528	\$97.00	\$51,216.00
	Administration Assistant - Civil	8	\$98.00	\$784.00
TOTAL 60% SUBMITTAL COSTS - VOLKERT				\$251,813.00

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Task No.	LANDSCAPING DESIGN (SUBCONSULTANT)		
	SCAPE		
2B	Landscaping Design - SCAPE	Cost	
	60% Landscaping Design	\$22,500.00	
	Reimbursable Expenses	\$800.00	
	SCAPE - Subtotal	\$23,300.00	
TOTAL 60% LANDSCAPE DESIGN COSTS			\$23,300.00

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TOTAL 60% SUBMITTAL COSTS			\$275,113.00
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Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)								
	3A 90% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.
3A.1	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				
3A.2	Update Demolition Plan							4	
3A.3	Update Utility & Drainage Demolition Plan	2			2	4		4	
3A.4	Update Traffic Control Plan		2	4				4	
3A.5	Update Construction Sequencing Plan		2	4				4	
3A.6	Update Preliminary Temporary & Permanent Airfield Fence Plan & Details		2	4				4	
3A.7	Update CSPP		1	1					
3A.8	Update Pavement Design & Typical Sections		2	4				4	
3A.9	Update Hz & Vt Alignments (Geometric Data)		2	4				8	
3A.10	Update Plan and Profile Sheets		4	8				8	
3A.11	Update Cross Sections		2	4				8	
3A.12	Update Drainage Plan	2	4	8				16	
3A.13	Update Drainage Sections	2	4	8				16	
3A.14	Update Drainage Details	2	4	8				8	
3A.15	Update Utility Plans	4			8	16		24	
3A.16	Update Utility Profiles	4			8	16		24	
3A.17	Update Utility Details	4			8	16		24	
3A.18	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)			2				2	
3A.19	Update Lighting Plans	4	8	16				16	
3A.20	Update Lighting Details	4	8	16				8	
3A.21	Update Retaining Wall Details	4	8	8				16	
3A.22	Update Striping & Signage Plans	2	8	16				16	
3A.23	Update Erosion Control Plans	2	4	8				16	
3A.24	Update Erosion Control Details		4	8				8	
3A.25	Coordinate with SCAPE for Landscaping Plans	6	16						
3A.26	Update Summary of Quantities	2	8	8	16	16			
3A.27	Update Cost Estimate	1	1	1					
3A.28	Prepare Box Sheets	4	16	24	24	24			
3A.29	Coordination with FAA & MAA	1	1	1					
3A.30	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	4	8		8	8			
3A.31	Prepare Project Manual/Contract Document	4	8	8	8	8			8
3A.32	Prepare Engineering & Drainage Report	8	16	16	16	16			
3A.33	Prepare Submittal (Plans, Specifications, Reports, Checklists, Transmittal)	2	8	8	16	8			8
3A.34	QA/QC	8			8		16		
TOTAL MAN-HOURS		84	159	197	130	132	16	242	16

Task No.	PROPOSED FEE			
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)				
3A	90% Submittal	Man-hour	Rate	Cost
Labor Costs				
	Lead Civil Engineer	84	\$236.00	\$19,824.00
	Staff 2 Site Engineer - Civil	159	\$201.00	\$31,959.00
	Staff 1 Site Engineer Associate - Civil	197	\$126.00	\$24,822.00
	Staff 2 Water/Wastewater Engineer - Civil	130	\$201.00	\$26,130.00
	Staff 1 Water/Wastewater Associate - Civil	132	\$126.00	\$16,632.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	242	\$97.00	\$23,474.00
	Administration Assistant - Civil	16	\$98.00	\$1,568.00
TOTAL 90% SUBMITTAL COSTS - VOLKERT				\$147,625.00

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Task No.	LANDSCAPING DESIGN (SUBCONSULTANT)	
	SCAPE	
3B	Landscaping Design - SCAPE	Cost
	90% Landscaping Design	\$18,000.00
	Reimbursable Expenses	\$800.00
	SCAPE - Subtotal	\$18,800.00
TOTAL 90% LANDSCAPE DESIGN COSTS		\$18,800.00

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TOTAL 90% SUBMITTAL COSTS		\$166,425.00
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Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)								
	4A 100% Submittal	Lead Civil Eng.	Staff 2 Site Eng.	Staff 1 Site Eng.	Staff 2 Water/ WW Eng.	Staff 1 Water/ WW Eng.	Staff 2 QC Eng.	Draftsman	Admin.
4A.1	Review Meetings with City of Mobile, Burton Property Group, & Mobile County	8	8		8				
4A.2	Update Demolition Plan							2	
4A.3	Update Utility & Drainage Demolition Plan					2		2	
4A.4	Update Traffic Control Plan			2				2	
4A.5	Update Construction Sequencing Plan			2				2	
4A.6	Update Preliminary Temporary & Permanent Airfield Fence Plan & Details		2	4				4	
4A.7	Update CSPP		1	1					
4A.8	Update Pavement Design & Typical Sections			2				2	
4A.9	Update Hz & Vt Alignments (Geometric Data)			2				2	
4A.10	Update Plan and Profile Sheets			2				2	
4A.11	Update Cross Sections			2				2	
4A.12	Update Drainage Plan		2	2				4	
4A.13	Update Drainage Sections		2	2				4	
4A.14	Update Drainage Details			2				4	
4A.15	Update Utility Plans				2	4		4	
4A.16	Update Utility Profiles				2	4		4	
4A.17	Update Utility Details				2	4		4	
4A.18	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)							2	
4A.19	Update Lighting Plans		2	4				4	
4A.20	Update Lighting Details		2	4				4	
4A.21	Update Retaining Wall Details		2	2				2	
4A.22	Update Striping & Signage Plans			4				4	
4A.23	Update Erosion Control Plans			4				4	
4A.24	Update Erosion Control Details			2				2	
4A.25	Coordinate with SCAPE for Landscaping Plans	2	8						
4A.26	Update Summary of Quantities	2	4	4	8	8			
4A.27	Update Box Sheets	2	8	16	16	16			
4A.28	Coordination with City of Mobile, Mobile County, Burton Property Group, & Utility Companies	4	8		8	8			
4A.29	Coordination with FAA & MAA	1	1	1					
4A.30	Update Project Manual/Contract Document		2	4	8	8			8
4A.31	Finalize Engineering & Drainage Report	2	4	8	8	8			
4A.32	Prepare Submittal (Plans, Specifications, Reports, Checklists, Transmittal)	2	8	8	16	8			8
4A.33	Prepare & Submit NPDES Permit & CBMPP	8	16	40					
4A.34	Prepare & Submit City of Mobile Land Disturbance Permit	8	16	40					
4A.35	Prepare & Submit Notice of Proposed Construction - FAA 7460		1	2					
4A.36	QA/QC	2			4		16		
TOTAL MAN-HOURS		41	97	166	82	70	16	66	16

Task No.	PROPOSED FEE			
	BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
4A	100% Submittal	Man-hour	Rate	Cost
Labor Costs				
	Lead Civil Engineer	41	\$236.00	\$9,676.00
	Staff 2 Site Engineer - Civil	97	\$201.00	\$19,497.00
	Staff 1 Site Engineer Associate - Civil	166	\$126.00	\$20,916.00
	Staff 2 Water/Wastewater Engineer - Civil	82	\$201.00	\$16,482.00
	Staff 1 Water/Wastewater Associate - Civil	70	\$126.00	\$8,820.00
	Staff 2 Quality Control Engineer - Civil	16	\$201.00	\$3,216.00
	Draftsmen - Civil	66	\$97.00	\$6,402.00
	Administration Assistant - Civil	16	\$98.00	\$1,568.00
TOTAL 100% SUBMITTAL COSTS - VOLKERT				\$86,577.00

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Task No.	LANDSCAPING DESIGN (SUBCONSULTANT)	
	SCAPE	
4B	Landscaping Design - SCAPE	Cost
	100% Landscaping Design	\$6,500.00
	Reimbursable Expenses	\$800.00
	SCAPE - Subtotal	\$7,300.00
TOTAL 100% LANDSCAPE DESIGN COSTS		\$7,300.00

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TOTAL 100% SUBMITTAL COSTS		\$93,877.00
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Task No.	MAN-HOUR ESTIMATE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD		
5	Environmental Services	ENV Manager	ENV Engineer/Scientist
5.1	Wetlands & Waters of the U.S. Delineation	8	16
5.2	Prepare and Submit U.S. Army Corps of Engineers Nationwide 14 Permit Application	16	16
5.3	Prepare and Submit Biological Assessment	16	16
5.4	QA/QC	4	
TOTAL MAN-HOURS		44	48

Task No.	PROPOSED FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)			
5	Environmental Services	Man-hour	Rate	Cost
Labor Costs				
Environmental Manager		44	\$236.00	\$10,384.00
Environmental Engineer/Scientist		48	\$201.00	\$9,648.00
TOTAL ENVIRONMENTAL SERVICES COSTS - VOLKERT				\$20,032.00 LS

WATTIER SURVEYING - TOPOGRAPHIC SUREY SERVICES FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
6	Topographic Survey Services - Wattier
TOTAL TOPOGRAPHIC SURVEY SERVICES (WATTIER) FEE	
\$35,000.00 LS	

WATTIER SURVEYING - EXISTING RIGHT OF WAY AND EASEMENT SURVEY FEE SUMMARY BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
7	Existing Right of Way and Easement Survey - Wattier
TOTAL EXISTING RIGHT OF WAY AND EASEMENT SURVEY (WATTIER) FEE	
\$6,000.00 LS	

WATTIER SURVEYING - RIGHT OF WAY MAPPING AND DEED DESCRIPTION SERVICES FEE SUMMARY BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
8	Right of Way Mapping and Deed Description Services - Wattier
TOTAL RIGHT OF WAY MAPPING AND DEED DESCRIPTION SERVICES (WATTIER) FEE	
\$6,000.00 LS	

WATTIER SURVEYING - RIGHT OF WAY MONUMENTATION SERVICES FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
9	Right of Way Monumentation Services - Wattier
TOTAL RIGHT OF WAY MONUMENTATION SERVICES (WATTIER) FEE	
\$22,500.00 LS	

SOUTHERN EARTH SCIENCES - GEOTECHNICAL SERVICES FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
10	Geotechnical Services - Southern Earth Sciences
TOTAL GEOTECHNICAL SERVICES (SOUTHERN EARTH SCIENCES) FEE	
\$29,866.00 LS	

TRAFFIC IMPACT STUDY FEE SUMMARY	
BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)	
Task No.	PROPOSED PROFESSIONAL SERVICES FEE BROOKLEY BY THE BAY VEHICLE AND MULTIMODAL ACCESS ROAD (COMMANDERS DRIVE & OLD BAYFRONT ROAD)
11	Traffic Impact Study
TOTAL TRAFFIC IMPACT STUDY FEE	
\$44,995.00 LS	



ATTACHMENT A – CONCEPTUAL PROJECT LAYOUT

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

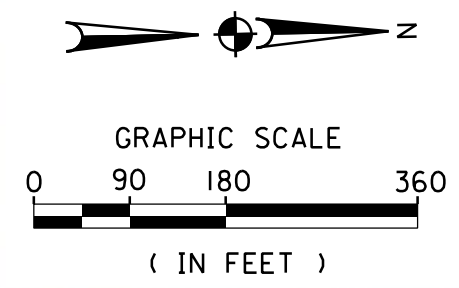
Client: City of Mobile

Date: December 22, 2025



 VEHICULAR ACCESS
 PEDESTRIAN ACCESS
 PARK VEHICULAR ACCESS
 (FUTURE WORK PHASE)

	23' WIDE PAVED ROADWAY WITH 18" CURB & GUTTER
	20' WIDE PAVED MULTIUSE PATH WITH 6" RIBBON CURB
	20' WIDE PAVED ROADWAY WITH 6" RIBBON CURB (FUTURE WORK PHASE)



**PROFESSIONAL
ENGINEER'S SEAL**

VOLKERT

DESIGNED BY: L.R.M.

DETAILED BY: L.R.M.	SCALE: AS NOTED
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REVIEWED BY: J.H.S.	DATE: 10 / 09 / 2025
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**BROOKLEY BY THE BAY ACCESS
MOBILE, ALABAMA**

PPRELIMINARY SCOPE OF WORKS FOR

BROOKLEY BY THE BAY ACCESS

[illegible]

PRELIMINARY ACCESS LAYOUT

SHEET
1



ATTACHMENT B – SUBCONSULTANT PROPOSAL: SCAPE LANDSCAPE ARCHITECTURE

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Brookley by the Bay – Alternative Access Drive
Request for Proposals

November 24, 2025

Jordan Stringfellow
Volkert, Inc.

PROJECT UNDERSTANDING

It is our understanding that Volkert, Inc. is interested in retaining SCAPE for complete landscape design services from 60% Design through 100% Design for the Brookley by the Bay – Alternative Access Drive. This scope is inclusive of the areas outlined below:

- A planting design for the proposed road and trail entry that reflects the design intent of the future Brookley by the Bay park.
- Coordinate of design intent with project engineer.
- Planting plans and details for construction.

The following document outlines our fee and deliverables per design phase and our estimated project expenses. SCAPE assumes approximately an 12-week design schedule (60% Design through 100% Design) for the project based on this proposed schedule:

- Phase 1 - 60% Design – 6 weeks
- Phase 2 - 90% Design – 4 weeks
- Phase 3 - 100% Design – 2 weeks

Consultants to Client team: SCAPE assumes that civil, structural, MEP, geotechnical, and lighting will be provided by the Client or their consultants to support our efforts.

SCAPE understands 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 any subconsultants contracted directly to us to support our work on the project.

Cost Estimating: Cost estimating is not included in SCAPE's scope of services and we assume this will be prepared by the project engineer. We will participate in cost alignment discussions as outlined below and assume any modifications identified as a result of the costing efforts can be reasonably addressed within the subsequent submission. Resubmissions and / or additional submissions related to costing efforts are not included in this scope.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD formats.
- Any additional relevant and available technical reports for our reference.
- Landscape budget target.

SCOPE OF SERVICES

PHASE 1 – 60% Design – (6 WEEKS)

SCAPE will coordinate with project engineers on the layout for the alternative trail and roadway alignment. We will develop planting plans to a 60% level of detail based on the new layout.

Design Deliverables:

- Preliminary planting plans
- Hand, CAD, Rhino (3D), or PDF sketches to coordinate design or technical requirements with other consultants as needed

- Presentation slides for Client meetings listed below

Technical Documentation Deliverables:

- One (1) 60% Design drawing set (includes: planting plans and limited landscape details)
- One (1) Issuance:
 - 60% Design

Meetings:

- Kick-Off Meeting
- Client calls to share design progress, up to two (2).
- 1-hour consultant coordination calls, up to four (6).

Travel Summary:

- No travel assumed during this phase

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period at the conclusion of the phase, SCAPE assumes we will be pencils down during that time. Any comments will be addressed in the following phase.

SCAPE recommends that the Client confirms landscape budget targets and that a full cost estimate be developed at the end of the phase.

PHASE 2 – 90% DESIGN – (4 WEEKS)

SCAPE will advance the planting design to a 90% documentation level. We will also coordinate materials prepared by any subconsultants relative to the landscape scope. Any significant changes from the approved 60% design during this phase will be considered for additional services. At the end of this phase, there will be a 90%-level landscape design and associated documentation that finalizes all scope items and freezes all elements in place.

Design Deliverables:

- Preliminary planting design with plant mixes with representative species located in plan

- One (1) round of review and comment on 60% cost estimate provided by others.

Technical Documentation Deliverables:

- One (1) 90% Design drawing set (includes: planting plans and landscape details)
- One (1) set of draft technical specifications.
- One (1) Issuance:
 - 90% Design

Meetings:

- Weekly Client calls to share design progress, up to two (2)
- Weekly 1-hour consultant coordination calls, up to four (4)
- One (1) costing coordination call

Travel Summary:

- No travel assumed during this phase

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period at the conclusion of the phase, SCAPE assumes we will be pencils down during that time. Any comments will be addressed in the following phase.

SCAPE recommends that the Client confirms landscape budget targets and that a full cost estimate be developed at the end of this phase.

PHASE 3 – 100% Design – (2 WEEKS)

Based on the approved 90% documents, SCAPE will prepare coordinated landscape architectural documents that describe the requirements of construction work for the planted areas to be designed by SCAPE. We will also coordinate materials prepared by any subconsultants relative to the landscape scope. Any significant changes to the approved 90% design during this phase will be considered for additional services.

Design Deliverables:

- Final planting design with species and quantities located in plan

- Hand, CAD, Rhino (3D), or PDF sketches to coordinate design or technical requirements with other consultants as needed
- One (1) round of review and comment, each, on one (1) 90% and one (1) cost estimate provided by others.
- Provide list of contractors, if requested.

Technical Documentation Deliverables:

- One (1) Construction Documentation drawing set; signed and sealed (includes: planting plans and landscape details)
- One (1) set of technical specifications.
- One (1) Issuance:
 - 100% Construction Documents

Meetings:

- Client calls to share design progress, up to two (1)
- Weekly 1-hour consultant coordination calls, up to four (2)
- Up to two (1) costing coordination calls

Travel Summary:

- No travel assumed during this phase

SCOPE ASSUMPTIONS:

General

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design.
2. SCAPE will contract for services with Volkert, Inc. We will rely on the Owner's designated representative for management and administration of our services; coordination of design review and approvals; definition of the project schedule; administration of the planning entitlement, plan check, permitting, bid, and construction processes; and establishment of procedures for the general coordination of various disciplines within the team. SCAPE will be responsible to coordinate its own work within the consultant team. We will electronically transmit all submittals to the Owner's designated representative who will be responsible for printing and distribution of all submittals.
3. SCAPE assumes all meetings will be attended virtually.

4. All files will be developed in AutoDesk AutoCAD, the Microsoft Suite, Rhino, and Adobe Suite, as appropriate. Deliverables will be submitted to the Client in PDF format.
5. Renderings by an outside or professional rendering company are not included in this scope. In-house renderings will be charged as \$5,500 per marketing-quality rendering. Rates are valid for the current calendar year and may be increased without written notice.
6. Landscape budget targets are a critical consideration when programming, designing, and detailing a site. SCAPE can work toward budget targets if they are provided to us, however SCAPE has no control over (a) the cost of labor, material, or equipment; (b) the means, methods and procedures of the contractor's work; or (c) competitive bidding.
7. Significant design changes as referenced in the scope above would include any changes that require additional time or person-power to accommodate. This may include, but is not limited to changes to: buildings, roadways/curbs; landscape programs; design geometries, materials, design aesthetic; or absence/delay in budget expectations or any change the landscape budget of more than 10%.
8. SCAPE assumes we will have all Client feedback, stakeholder or agency input, and architectural/engineering information in a timely manner to complete documentation on schedule. We assume Client, agency, and stakeholder feedback will be coordinated and consolidated before being relayed to our team.
9. Extension of the project schedule overall or within each phase, additional meetings or travel, and additional submissions may be presented to the Client for additional services.
10. Pre-construction and Construction Observation services have not been included within this proposal. However, these are services that SCAPE can complete upon request.
11. The following items are not included in this scope of services and may be presented to the Client for consideration as an additional service if required by the project:
 - a. Public Engagement
 - b. Presentation models.
 - c. Carbon or emissions tracking or calculations.
 - d. Phased implementation
 - e. Off-site improvements or remediation.

- f. Large tree relocation and/or advanced plant procurement procedures.
- g. Maintenance Manuals and Maintenance Plans.
- h. Conformed sets, record drawings or as-builts.

Work by Others

1. SCAPE assumes the contracted engineer(s) will have scope to design and document the engineering scopes and support the landscape work as needed including, but not limited to:
 - a. MEP Engineering: Electrical, water, and plumbing connections as required by the landscape design and programming.
 - b. Civil Engineering: Drainage and utility connections. Parking, roadways, and associated curbs. Vehicular pavements. Stormwater calculations. Water capture and reuse systems as required by the landscape design.
 - c. Structural Engineering: Provide structural design as required and as coordinated for all site structures (including footings, foundations, and reinforcement) required by the landscape design. Structures and walls over three (3) feet such as a pergolas or trellises, retaining walls, etc. shall be stamped by a licensed Professional Engineer.
2. SCAPE assumes the following services will be provided by others:
Demolition, site preparation, shoring, site/building protection, temporary conditions, safety, and site accessibility during construction; foundation drainage and waterproofing; mechanized gate operating systems, site security, and vehicle control systems; discovery, work, precautions, permitting, and remediation related to hazardous environmental conditions or poor soils; artwork and related installation and support design services; mock-ups labor and materials; land use or other attorney services.

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
Phase 1 - 60% Design	6 Weeks	\$22,500	Fixed Fee
Phase 2 – 90% Design	4 Weeks	\$18,000	Fixed Fee
Phase 3 - 100% Design	2 Weeks	\$6,500	Fixed Fee
SCAPE DESIGN SERVICES SUBTOTAL	<u>12 Weeks</u>	<u>\$47,000</u>	<u>Fixed Fee</u>

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.

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.

SCAPE 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
Admin	\$120/Hour
Intern	\$100/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.

Vehicular Access to BPG Development and Brookley by the Bay Park. No landscaping design needed.

Approx. 750' long retaining wall. Likely vegetated wall. Need assistance with landscaping design

Pedestrian & Bike access to Brookley by the Bay Park. Need landscaping design along pathway from Broad St to Park entrance. Likely very similar to what we already have designed.



SIGNATURE PAGE

SCAPE requires a signed proposal, 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.

Landscape Architect

Client

SCAPE / LANDSCAPE ARCHITECTURE DPC Volkert, Inc.



By: Alexis Landes
Title: Managing Principal, Partner
Date: 11/25/2025

By: _____
Title _____
Date: _____



ATTACHMENT C – SUBCONSULTANT PROPOSAL: WATTIER SURVEYING

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025





WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

December 2, 2025

Luke Montalvo, PE
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Re: Brookley By The Bay - Access Roadway

Dear Luke

Thank you for the opportunity to provide a quotation for surveying services for the above-referenced property. We have reviewed the site and propose the following scope of work and fee.

Topographic Survey: \$ 35,000

A Topographic Survey will be provided of the areas shown on the attached site map and described as follows: (1) an 100-foot wide corridor along the proposed roadway route shown in red (approx. 5,400 LF), (2) the green shaded rectangular area west of the proposed roadway route, & (3) the area outlined in blue located east of the proposed roadway route. The Topographic Survey will show all above-ground visible improvements including roadways, curbing, parking area, sidewalks, fencing, utilities, storm drainage structures & pipe with invert elevations, sanitary sewer structures & pipe with invert elevations, trees 12" dbh and larger, etc. Underground utilities will be shown based on field measurements of flags or markings placed by various utility companies in response to an Alabama 811 One Call utility locate request and/or as shown on utility as-built drawings provided by the utility companies. The survey horizontal datum will be referenced to the State Plane Coordinate System, Alabama West Zone, NAD 83, US survey foot and the vertical datum will be referenced to NAVD88. Survey deliverables will include an AutoCad file with 3d triangulation for surface modeling and a project point list.

Existing Right-of-Way and Easement Survey: \$ 6,000

Property lines and easement lines along the roadway corridor and in the vicinity of the proposed retaining wall area will be surveyed, including recovery of existing property corner markers.

Right-of-Way Map and Deeds: \$ 6,000

A right-of-way map will be prepared which will show the proposed acquired right-of-way parcels and/or easements. Legal descriptions will be prepared for each acquired parcel and/or easement.

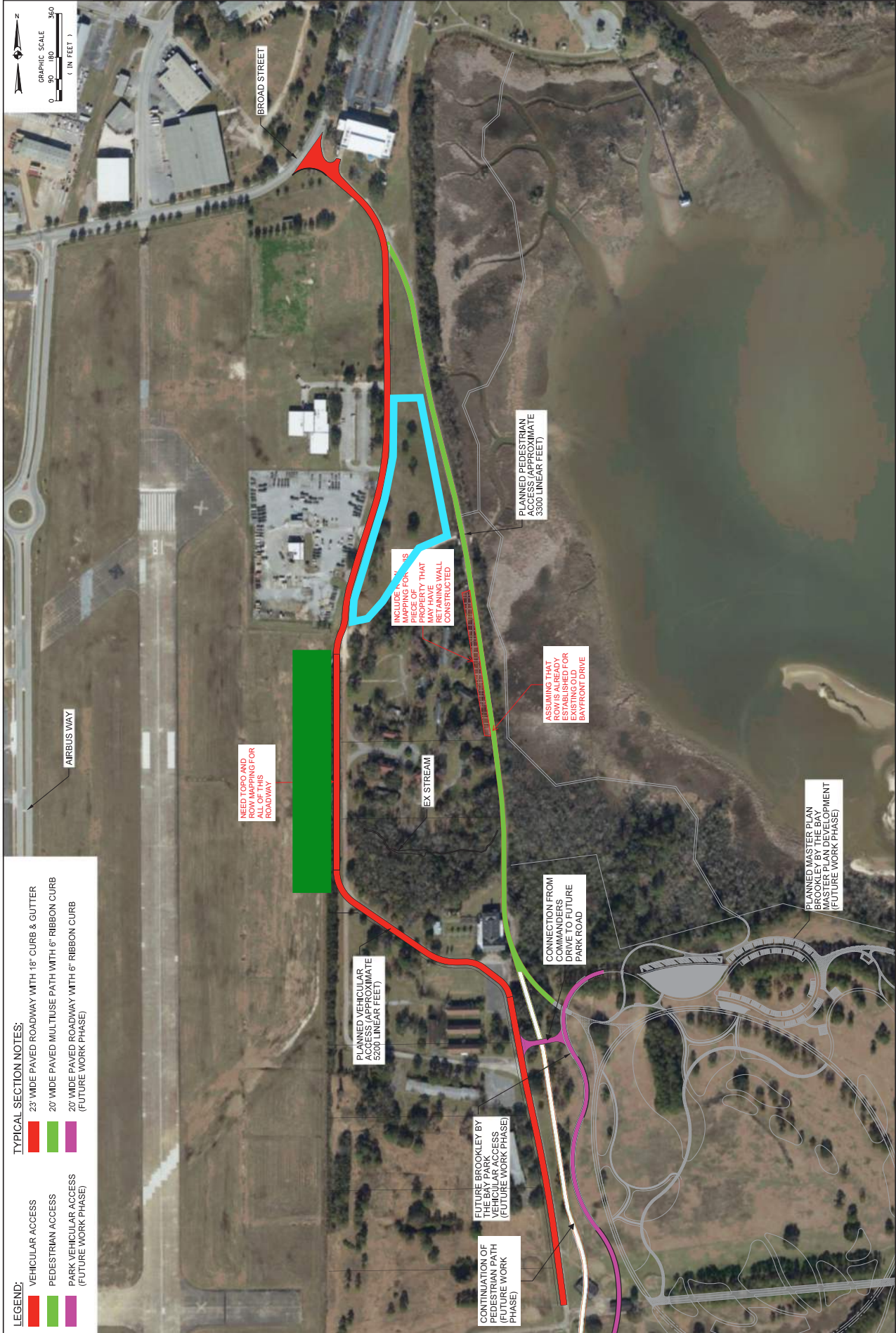
Right-of-Way Monumentation (approx. 50 each): \$ 22,500

Permanent concrete monuments will be installed to mark acquired right-of-way and easements at all corners and break points and other locations specified by the client. Existing property corner markers that were damaged during construction will be replaced.

Sincerely

WATTIER SURVEYING, INC.

Mark A. Wattier, PLS





ATTACHMENT D – SUBCONSULTANT PROPOSAL: SOUTHERN EARTH SCIENCES

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



November 24, 2025

VOLKERT, INC.

1110 Montlimar Blvd
Suite 1050
Mobile, AL 36609

ATTENTION: Mr. Luke Montalvo

SUBJECT: Proposed Brookley by the Bay Access Roadway and Pedestrian Access
Commanders Drive & Old Bay Front Drive
Mobile, AL
SES Proposal No: XM25-484

Dear Mr. Montalvo,

SOUTHERN EARTH SCIENCES, INC. (SES) appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of a new public two lane access road to the proposed Brookley by the Bay development. The proposed new roadway alignment is planned to be approximately 5,200 linear feet. The existing Commanders Drive currently consists of existing concrete and asphalt pavement but is expected to be demolished and widened to include currently undeveloped grassed areas adjacent to the existing roadway. Based on our correspondence with Mrs. Jordan Stringfellow, we understand the existing box culvert on the roadway alignment will either be extended or completely replaced. The existing box culvert is located on Commanders Drive just south of the US Army Reserve.

As part of the Brookley by the Bay development, the existing Old Front Bay Drive will be transformed into a new pedestrian and bicycle path. Our scope of work is limited to investigating the soil and subsurface conditions of the existing roadway section. We acknowledge that although the path's main function is pedestrian and bike movement, the City of Mobile mandates a pavement design capable of supporting emergency vehicles. No detailed traffic, grading or topographic information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

VOLKERT, INC.

SES Proposal No. XM25-484

November 24, 2025

Page 2

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of nineteen (19) soil borings spaced approximately every 300 feet within the proposed new roadway areas, two (2) soil borings near the existing culvert, and fifteen (15) pavement cores and soil borings spaced approximately every 500 feet within the existing roadway. Soil borings within the proposed new roadway areas are planned to extend to a depth of approximately 6 feet below existing grade. Soil borings near the existing culvert are planned to extend approximately 20 feet below existing grade.

The pavement cores will be advanced using a diamond core barrel and electric coring machine. For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with continuous soil sampling intervals. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SES will retain all soil samples for an additional 30 days unless otherwise specified. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a 20-ton Hogentogler Electronic CPT rig.

The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and pavement recommendations for the proposed roadway. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Site and Sub-Grade Preparation Recommendations
- Pavement Evaluation and Recommendations

Our scope of work does not include the investigation of traffic signal and light pole foundations. However, if the design engineer requires drilling in these areas and estimated passive earth pressure graphs, we can provide a separate cost proposal upon request. Our scope of work includes investigation of one culvert structure location. SES should be made aware if there are any more proposed culverts along the proposed roadway realignment prior to mobilization.

UNDERGROUND UTILITY LOCATION

We understand that you are the point of contact for our work on the site. We will contact the local One-Call or 811 Utility Location Service to locate utilities at the subject site, but these services typically only

VOLKERT, INC.

SES Proposal No. XM25-484

November 24, 2025

Page 3

locate utility lines along public right-of-ways. Private utilities must be located by the property owner or their representative. We cannot be held responsible for damage to utilities that are not clearly and accurately marked in the field.

Upon request, SES can scan the planned boring/sounding locations using Ground Penetrating Radar (GPR) prior to beginning the field investigation. This service would help identify and avoid damage to subterranean infrastructure that is not located by the One-Call Service (i.e., located on private property, owned by an entity that is not a member of the One-Call System or that is simply omitted or incorrectly located by One-Call personnel). Fees for GPR services in addition to the estimated fees are listed on the attached cost breakdown.

GEOTECHNICAL FEES AND SCHEDULE

Based on the scope of work outlined above, the total cost of the proposed scope of geotechnical services will be, for a lump sum fee of \$29,866. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services.

Approximately four to six weeks from the time of authorization will be required to complete the field investigation. Laboratory testing will follow completion of the field activities by about two weeks and reporting will follow completion of laboratory test results by approximately 2 weeks. We will be available to provide preliminary engineering evaluation and feedback upon completion of the field investigation and prior to issuing the report if time is of the essence.

Work beyond the defined scope of services, including additional meetings, consulting, design alternative reviews, or plan reviews, will be billed on a time and materials basis at the rates outlined in the attached cost breakdown. The pricing outlined in this proposal are valid for ninety (90) days from the date of issuance. Construction phase services, such as inspection and materials testing can be provided as a separate cost estimate upon request.

VOLKERT, INC.

SES Proposal No. XM25-484

November 24, 2025

Page 4

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Curran Nicholas, P.E.
Project Manager

CN/km

Attachments

xM25-484

- Core & Soil Boring
- Culvert Boring
- Soil Boring



2000 ft

SES Geotechnical Services Proposal XM25-277

Proposed USA Brookley Access Road

Mobile, AL



SOUTHERN
EARTH SCIENCES

Service	Unit Rate	Quantity	Units	Price	Comments
Drilling Services (Dept 11)					
Mobilization	\$ 1,000.00	1	ea	\$ 1,000.00	
Mileage - Rig Travel			mile		
Mileage - Crew Travel			mile		
SPT 0-50 feet	\$ 18.00	232	ft	\$ 4,176.00	Roadway - 25 @ 6 ft Culvert - 2 @ 20 ft Pedestrian Path - 7 @ 6 ft
SPT 50-75 feet			ft		
SPT 75-100 feet			ft		
SPT 100-150 feet			ft		
Grouting Boreholes			ft		
Extra SPT Tests	\$ 18.00	70	ea	\$ 1,260.00	
Asphalt/Concrete Cores	\$ 150.00	15	ea	\$ 2,250.00	
Asphalt/Concrete Patch	\$ 50.00	15	ea	\$ 750.00	
Manual Auger Borings			ea		
Shelby Tubes			ea		
Subcontract GPR	\$ 2,500.00	--	day	--	if required
Double-Ring Infiltration			ea		
Access/Set-Up	\$ 100.00	34	hr	\$ 3,400.00	per location
Site Specific Safety			hr		
Subtotal				\$ 12,836.00	
CPT Services (Dept 17)					
Mobilization			ea		
Mileage - Rig Travel			mile		
Mileage - Crew Travel			mile		
CPT _u Soundings			ft		
CPT _s Seismic Soundings			ft		
CPT _u w/ Direct Push Samples			ft		
Grouting CPT Sounding Holes			ea		
Difficult Access/Tracking			hr		
Site Specific Safety			hr		
Subtotal				\$ -	
Laboratory Testing (Dept 12)					
Moisture Content	\$ 15.00	40	ea	\$ 600.00	
Atterberg Limits	\$ 100.00	20	ea	\$ 2,000.00	
Sieve Analysis	\$ 75.00	40	ea	\$ 3,000.00	
UU Triaxial			ea		
Consolidation			ea		
UD Sample Prep			ea		
California Bearing Ratio			ea		
Subtotal				\$ 5,600.00	
Prof and Staff Services (Dept 14)					
Field Engineer	\$ 145.00	12	hr	\$ 1,740.00	
Staff Engineer	\$ 145.00	26	hr	\$ 3,770.00	
Professional Engineer	\$ 185.00	12	hr	\$ 2,220.00	
Principal Engineer	\$ 225.00	8	hr	\$ 1,800.00	
gINT/CAD Tech	\$ 95.00	20	hr	\$ 1,900.00	
Engineer Travel			mile		
Subtotal				\$ 11,430.00	
Total SES Fees				\$ 29,866.00	

ALABAMA**CORPORATE OFFICE**

P.O. Box 160745
 Mobile, AL 36616
 Ph: 251-445-4354
 Fax: 251-345-9453

MOBILE OFFICE

5460 Rangeline Road
 Mobile, AL 36619
 Ph: 251-344-7711
 Fax: 251-443-9000

MONTGOMERY OFFICE

1414 I-85 Parkway
 Montgomery, AL 36106
 Ph: 344-260-6227
 Fax: 334-260-6229

SUMMERDALE OFFICE

105 Highway 59 N
 Summerdale, AL 36580
 Ph: 251-989-7726
 Fax: 251-989-6722

FLORIDA**DESTIN OFFICE**

625 Valparaiso Parkway
 Unit 706
 Valparaiso, FL 32580
 Ph: 850-837-9966

PANAMA CITY OFFICE

7500 McElvey Road, Ste. A
 Panama City Beach, FL 32408
 Ph: 850-769-4773

PENSACOLA OFFICE

707 E. Cervantes St
 Ste. B, #198
 Pensacola, FL 32501
 Ph: 850-775-3283

TALLAHASSEE OFFICE

1246 Timberlane Road
 Tallahassee, FL 32312
 Ph: 850-576-4652

TAMPA OFFICE

13919 Carrollwood Village Run
 Ste. 3
 Tampa, FL 33618
 Ph: 813-252-0845

LOUISIANA**BATON ROUGE OFFICE**

11638 Sun Belt Court
 Baton Rouge, LA 70809
 Ph: 225-751-1727
 Ph: 225-356-4355
 Fax: 225-752-1467

MANDEVILLE OFFICE

1933 Surgi Drive, Ste. A
 Mandeville, LA 70448
 Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE

725 South Genois Street
 New Orleans, LA 70119
 Ph: 504-486-5595
 Fax: 504-486-5598

MISSISSIPPI**LONG BEACH OFFICE**

626-D West Railroad Street
 Long Beach, MS 39560
 Ph: 228-868-6618



**SOUTHERN
EARTH SCIENCES**

WORK AUTHORIZATION SHEET

Billing Name	VOLKERT, INC.		
Address	1110 Montlimar Dr., Suite 1050		
City	Mobile	State	AL Zip 36609
Phone	251-404-5900	Fax	Cell
email	luke.montalvo@volkert.com		
Project Name	Proposed USA Brookley Access Roadway		
Project Location	Mobile, AL	Proposal Number	XM25-484
Contact	Mr. Luke Montalvo		
Additional Reports			
Address			
City		State	Zip
Phone		Fax	Cell
email			

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:


 For Southern Earth Sciences, Inc.

November 24, 2025

Date

Curran Nicholas

Print or Type Name of Representative

Authorized by:

 Signature of Client Representative

 Date

 Print or Type Name of Representative



TERMS AND CONDITIONS

Project: Proposed USA Brookley Access Roadway
Client: VOLKERT, INC.
Proposal No.: XM25-484

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for Southern Earth Sciences, Inc. (SES) and SES's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SES will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SES will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SES harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SES of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, skillful, and professional manner by employees and subcontractors of SES, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SES will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees, and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SES, as instruments of service, shall remain property of SES. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand, and will not be used by the client for any purpose whatsoever.

5.3 SES will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SES agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all

reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SES under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SES does not make nor imply any warranty of fitness for a particular purpose by entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SES, and that the data, interpretations, and recommendations of SES are based solely on the information available to us. SES will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SES will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SES by the client; however, SES shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings, and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SES by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SES's potential for human error. For additional consideration of \$10.00, receipt of which is hereby acknowledged, the client agrees that SES's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SES or any of its officers, directors, employees, agents, or subcontractors, will be limited to the aggregate of \$50,000.00 or SES's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SES agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SES's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SES and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SES exceed the amount of its applicable insurance coverage for the type of claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SES and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SES as third-party defendants.

8.3 Both the client and SES agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SES, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SES, except in cases of SES's sole negligence, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SES resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SES, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SES defend SES, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SES is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies, and holds harmless SES from any and all claims, loss, or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SES, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 –

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SES of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SES and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SES and the client agree the discovery of hazardous materials may also make it necessary for SES to take immediate measures to protect health and safety. Client hereby authorizes SES to take those immediate measures and client agrees to pay for or reimburse SES for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SES agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SES harmless for any or all consequences of disclosure made by SES which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SES, and to the maximum extent permitted by the law, agrees to defend, Indemnify, and save SES harmless from any claim, liability, and/or defense costs for injury or loss arising from SES's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SES, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SES will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SES will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by SES will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by SES employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SES is not responsible for job or site safety or security, other than for SES employees, and that SES does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SES represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SES has such coverage under public liability and property damage insurance policies which SES deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SES agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SES, its agents, staff, and consultants employed by it. SES shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. SES shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SES may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SES prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SES promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.



ATTACHMENT E – TRAFFIC IMPACT STUDY PROPOSAL

Volkert Project Number: TBD

Project Description: Brookley by the Bay Vehicle and Multimodal Access Road
(Commanders Drive & Old Bayfront Road)

Client: City of Mobile

Date: December 22, 2025



The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Volkert is proposing to provide a Traffic Impact Study (TIS) for the proposed mixed land use development located in Mobile adjacent to Commanders Drive. The proposed project will include the development of a hotel and three (3) parcels with larger square footage buildings. The development is proposed to be built in four (4) individual/independent phases. The development location is bordered by Commanders Drive and South Broad Street.

The TIS is meant to evaluate the impacts of the proposed/planned development on the surrounding roadway network of existing and new planned roadways and to provide necessary recommendations for mitigation of significant impacts.

II. Scope of Services

Volkert proposes the following Scope of Services related to the above-noted project:

Traffic Impact Study

Volkert proposes to perform a Traffic Impact Study (TIS) to evaluate the impact of the proposed development on the surrounding roadway network. This traffic impact study will include:

Data Collection to include but not limited to

- Conduct traffic counts – up to five (5) 12-hour turning movement counts (TMC)
- Review ALDOT online traffic data
- Review City of Mobile Guidance documents for TIS compliance
- Obtain existing traffic signal timings for one (1) intersection in the study area
 - South Broad Street at Aerospace Drive
- Due diligence
 - Previous completed studies in the area
 - Committed future transportation projects
- Other information found applicable, by Volkert, to the completion of the traffic impact study

Traffic Data, Modeling, Analysis, & Warrants

Traffic Data

- Review and compile traffic data from the data collection phase
- Traffic Data to include:
 - Process existing traffic data – AM & PM peak hour – auto & heavy vehicles
 - Determination of historical background growth rate
 - Calculate historical data – AM & PM peak hour – auto & heavy vehicles
 - Calculate no-build traffic volumes four (4) phases – AM & PM peak hour – auto

& heavy vehicle

- Calculate new development trip generation four (4) phases – ADT, AM, & PM peak hour – auto & heavy vehicles
- New development trip distribution & trip assignment four (4) phases – AM & PM peak hour – auto & heavy vehicles
- Calculate build traffic volumes four (4) phases – AM & PM peak hour – auto & heavy vehicle

Modeling - of study area in Attachment C

- Develop existing conditions Synchro model for AM & PM peak hour
- Develop no-build conditions future year Synchro model for AM & PM peak hour for four (4) phases
- Develop build conditions future year Synchro model of network recommendation for AM & PM peak hour for four (4) phases

Analysis - of proposed study area in Attachment C

- Existing Conditions
 - Synchro reports for AM & PM peak hour
 - Table of delay and LOS from AM & PM peak hour
- No-build conditions future year – four (4) phases
 - Synchro reports for AM & PM peak hour
 - Table of delay and LOS from AM & PM peak hour
- Build conditions future year - four (4) phases
 - Synchro reports for AM & PM peak hour
 - Table of delay and LOS from AM & PM peak hour

Warrants

- Signal Warrants – up to four (2) intersections
- Turn Lane Warrants – up to eight (8) intersections
 - Left Turn Lane Warrants
 - AM & PM peak hour
 - Right Turn Lane Warrants
 - AM & PM peak hour

Safety

- Sight Distance Evaluation

Reporting

- Volkert will develop a Methodology Technical Memorandum and submit to the City of Mobile for review outlining existing conditions and analysis methodology for approval from review agencies.
- Documentation of the above TIS to be delivered in report format to the client for their use.

Any additional scenarios presented or requested for study/analysis beyond the number listed above will be considered additional services. Additional work can be completed utilizing rates provided in Attachment B.

III. Additional Services

If services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in Attachment B.

IV. Project Understandings, Assumptions, and Exclusions

Volkert will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Volkert will have access to the site and adjoining areas, as required.
2. No public involvement/engagement is necessary as a portion of the evaluation.
3. Volkert will study/analyze the following number of scenarios of the study area in Attachment C. Any additional scenarios will be considered additional services, see Section III.
 - Existing Conditions (two)
 - No-Build Future (Design Year) Conditions - four
 - Build Future (Design Year) Conditions - four
4. Detailed signal timing(s) will not be developed as a part of this scope of work and fee structure.
5. Traffic signal design services are not included in this scope of work and provided fee structure.
6. No Implementation, field adjustments, or tuning of signal timing(s) is included in this provided fee structure.
7. No internal circulation evaluation is a part of this scope.
8. Coordination with any regulatory agency is limited to the scope of work for the TIS.
9. Scheduling time of performance begins after all data collection items have been received.
10. Client will provide the information outlined in section VI.

Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional fees may be required.

October 16, 2025

V. Time of Performance

Volkert is prepared to begin work immediately upon receipt of a notice to proceed and critical information from the client. For planning purposes, Volkert has prepared the following milestone schedule. This schedule does not include time for collection of traffic counts or regulatory agency review of draft and final reports:

Tasks	Duration
Turning Movement Counts	2 - 3 Weeks
Traffic Impact Study (to Draft submission)	16 - 18 Weeks
Meetings	As Needed

Volkert and Client are aware that many factors outside Volkert's control may affect Volkert's ability to complete the services to be provided under this Agreement. Volkert will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

VI. Responsibilities

Volkert strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Volkert's scope, as required in the project agreement for services.
2. Items to be provided by the Client include:
 - a. Detailed site layout of development with information such as type, square footage, employees, etc.
 - b. Vehicle (auto and truck) and employee scheduling if available
 - c. Future year to be used for no-build and build future year analysis (opening year for each phase).
3. Provide single point of contact for project coordination purposes.

Deliverables

The following document that will be produced as the deliverable for this TIS:

1. Methodology Technical Memorandum
2. TIS Report

VII. Compensation

The compensation to be paid to Volkert for providing requested services is provided in the Fee Summary Table below:

Fee Summary Table

Items	Fee Type	Fee Amount
1. Traffic Impact Study	Lump Sum	\$40,900.00
2. Traffic Counts	Lump Sum	\$4,095.00
3. Meetings	Hourly as needed	
TOTAL	Not to Exceed	\$44,995.00

October 16, 2025

In the event additional work or meetings are requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals is provided in Attachment B. The fees provided above are valid up to three (3) months from the date of this proposal.

Hourly Rates:

Supervisor, Principal Engineer, Engineer, Planner, or Architect	\$260 to \$370
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	\$140 to \$215
Graduate Engineer, Planner, or Architect	\$110 to \$160
Designer or Technician	\$100 to \$150
Drafter, Administrative Assistant, etc.	\$80 to \$120
Construction Representative	\$80 to \$120
Surveyor	\$80 to \$120

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at the IRS approved standard mileage rate.
- In-house printing, reproduction, and photography charges at commercial rates.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued monthly.

Fee Summary Table

Items	Fee Type	Fee Amount
1. Traffic Impact Study	Lump Sum	\$40,900.00
2. Traffic Counts	Lump Sum	\$4,095.00
3. Meetings	Hourly as needed	
TOTAL	Not to Exceed	\$44,995.00



EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

<u>Total Contract Amount including Additional Services</u>	<u>\$XXXXX</u>
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EXHIBIT C ENGINEER'S SUMMARY OF HOURLY RATES	
LABOR DESCRIPTION	Rate
Principal	\$363.00
Supervisor	\$267.00
Lead Civil Engineer	\$236.00
Staff 2 Site Engineer - Civil	\$201.00
Staff 1 Site Engineer Associate - Civil	\$126.00
Staff 2 Water/Wastewater Engineer - Civil	\$201.00
Staff 1 Water/Wastewater Associate - Civil	\$126.00
Staff 2 Electrical Engineer - Civil	\$201.00
Staff 1 Electrical Engineer Associate - Civil	\$126.00
Staff 2 Quality Control Engineer - Civil	\$201.00
Technician	\$124.00
Draftsmen - Civil	\$97.00
Administration Assistant - Civil	\$98.00

EXHIBIT E: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED , the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED , subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED. EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE		OTH-ER
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 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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EXHIBIT F: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

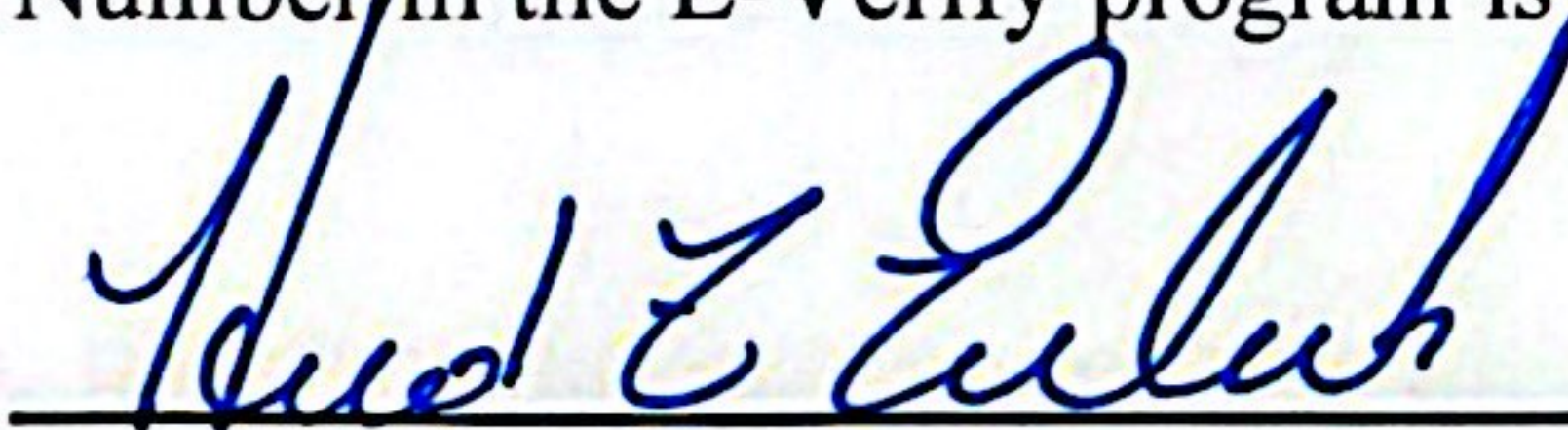
Before me, a Notary public, personally appeared Harold Eubanks (affiant) who,
being duly sworn says as follows:

Harold Eubanks
Regional Vice President of Volkert, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as
Regional Vice President for Volkert, Inc. that said employer shall not knowingly employ, hire for
employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that
they will not violate Federal Immigration Law or knowingly employ, hire for employment, or
continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting
party found to be in violation of this provision shall be deemed in breach of the agreement and
shall be responsible for all damages resulting therefrom.

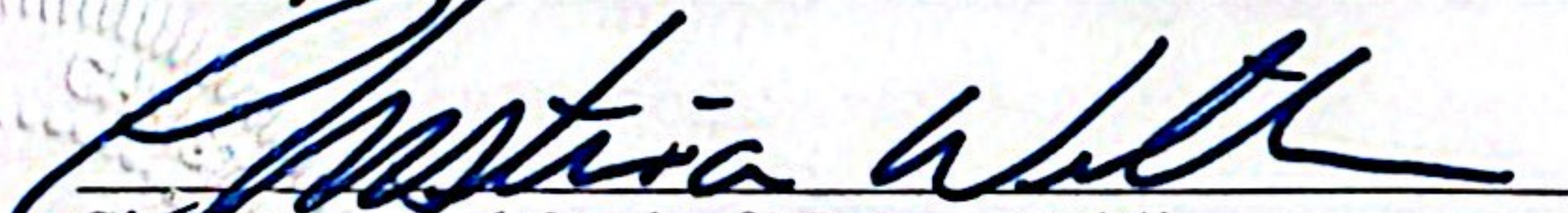
I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: 105558.

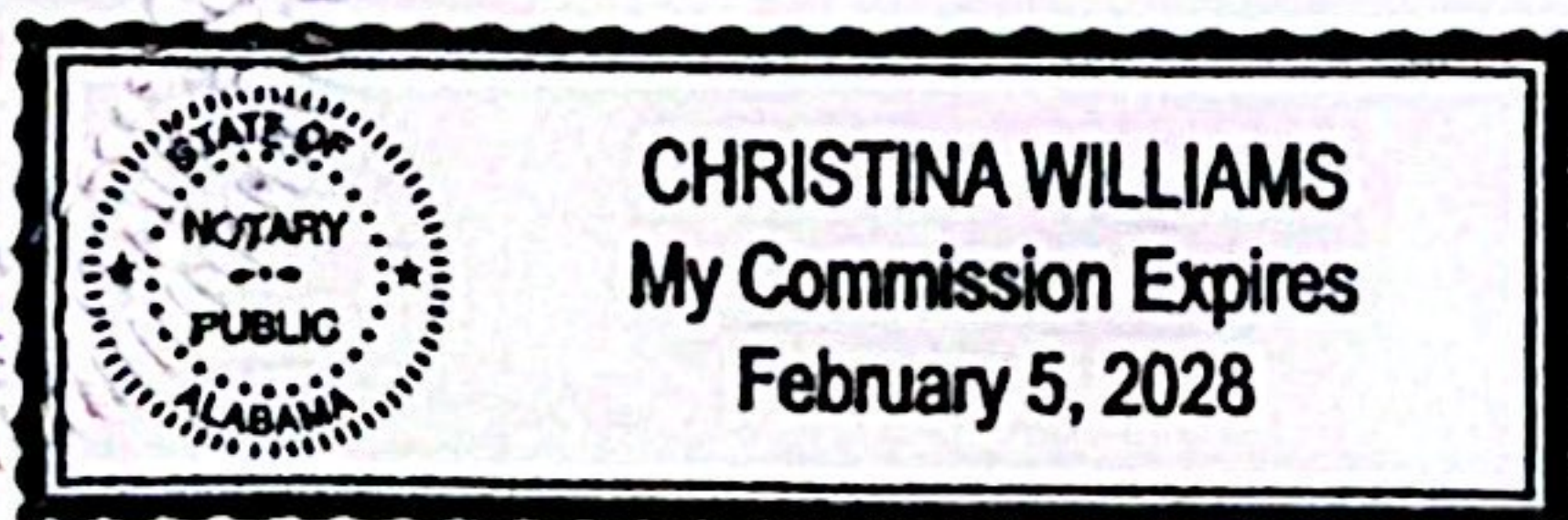


Regional Vice President of Volkert, Inc.

Sworn to and subscribed before me this the 22 day of Jan, 2026.

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



**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 Volkert, Inc. (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 antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 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(I)) 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@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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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

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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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.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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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 Volkert, Inc.	
Name (Please Type or Print) Holly W Gibney	Title
Signature Electronically Signed	Date 03/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2008

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Volkert, Inc.
Company Facility Address	11 N Water Street Suite 18290 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630247014
North American Industry Classification Systems Code	541
Parent Company	Volkert, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22 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	5
FL	2
GA	2
IL	1
LA	3
MS	1
NC	1
TN	2
TX	4
VA	1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Gibney
Phone Number	251-342-1070
Fax	
Email	833-790-3074
	holly.gibney@volkert.com

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

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.

SIGNATURE: _____ (Title) _____ (Date)



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	11 North Water Street, Suite 18290 Mobile, AL 36602
Telephone	251-342-1070
E-Mail	jordan.stringfellow@volkert.com

RFP/RFQ Solicitation Number	2025-2045-04
Project Description	Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>1,111</u> Female <u>431</u> Minority <u>349</u> Non-minority <u>1,193</u> SDVO <u>N/A</u> Total #of Employees <u>1,542</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jordan Stringfellow

Signature: *Jordan Stringfellow* Date: 01/22/2026

Title: Assistant Vice President

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

Name: Jordan Stringfellow Title: Assistant Vice President

Email: jordan.stringfellow@volkert.com Phone: 251-605-6020



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Volkert, Inc. Your Bid/Proposal Amount \$ 864,203.00 Date: 01 / 22 / 2026
Description Brookley by the Bay Vehicle and Multimodal Access Road (Commanders Drive & Old Bayfront Road
Name of Bidder/Proposer: Volkert, Inc.

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
SCAPE LA	212-462-2628	Landscape Architecture	\$47,000.00	5.4%	Yes	
Wattier Surveying, Inc.	251-342-2640	Survey / ROW	\$34,500.00	4.0%	No	
Southern Earth Sciences	251-344-7711	Geotechnical Investigation	\$29,866.00	3.5%	No	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc.

Contact Person: Jordan Stringfellow Phone 251-605-6020 Email jordan.stringfellow@volkert.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
	N/A	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	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
	N/A	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.
	N/A	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.
	N/A	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.)
	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	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

	N/A	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	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.
	N/A	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. _____

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A GOLF CART SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Zed, LLC to operate a Golf Cart service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on January 27, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Zed, LLC, for a Certificate of Public Convenience and Necessity to operate a golf cart service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, JAMES D. WALKER, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

red, LLC

Mobile Business Address: 5

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Mobile Residence: _____

Address _____
code _____
City State Zip

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 40 Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A _____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

James Walker	Owner		
--------------	-------	--	--

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Golf carts

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week, 4pm - 4am

How many vehicles (carriages) do you intend to operate? 5

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>club car</u>	Year: <u>2017</u>	Model: <u>Transporter</u>
Make: <u>"</u>	Year: <u>2017</u>	Model: _____
Make: <u>Club car</u>	Year: <u>2014</u>	Model: <u>Villager</u>
Make: <u>Taylor Dunn</u>	Year: _____	Model: <u>Train</u>

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



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

James Z. Walker
Applicant's Signature

NAME OF ENTITY:

Zed, LLC

By: James Walker
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
7 DAY OF January, 2026

Doreeney Napenna Peretto
Notary Public

My Commission Expires:
March 30, 2027



(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: James Walker
Date of Birth: _____ #: _____
Present Address: _____

Home Phone Number: _____ Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____
Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

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

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

James Walker
Signature

1/7/20
Date Signed



(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: James Waeker

Nickname(s) or Maider: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 6'3"

Weight: 285lbs

Hair Color: Brown

Eye Color: Green

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

James E. Waeker
Signature

1/7/24
Date signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: WALKER, JAMES DARRELL

Address: MOBILE ALABAMA

Phone:

Race: W - WHITE

Sex: M

Weight: 285

Height: 6'03"

Hair: BROWN

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Nick Name:

DOB:

Age: 60

Eyes: HAZEL

Facial:

Ethnic: NON HISPANIC/NON LATINO

Identifying Numbers

DL State: AK

DL #:

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY:

DATE:

C. Knight
01-03-2006

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

01/05/2026 04:23PM CARRIE K.
050144-0010

MISCELLANEOUS

RECORDS CHECK

(PDF007)

Description: RECORDS

CHECK (PDF007)

2026 PDF007

1 @ \$15.00

\$15.00

Payment Id: 667061

\$15.00

Subtotal

\$15.00

Total

\$15.00

CASH

\$15.00

Change due

\$0.00

Paid by: JAMES DARRELL WALKER



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Standard - Cooperative Agreement SouthWest Chamber of Commerce
2. COOPERATIVE AGREEMENT FOR MAINTENANCE OF RIDGELINE ROAD - SW Chamber of Commerce
3. Phase One landscaping_Gateway Initiative

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Cooperative Agreement for maintenance of Rangeline Road between the City of Mobile and the SouthWest Mobile Chamber of Commerce for the *Gateway Initiative* project attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE AND SOUTHWEST MOBILE CHAMBER OF COMMERCE

This Cooperative Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2026, by and between the City of Mobile, an Alabama municipal corporation (the "City"), and the SouthWest Mobile Chamber of Commerce, a domestic non-profit corporation f/k/a Tillman's Corner Area Chamber of Commerce (the "Chamber"). The City and the Chamber may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has entered into, or intends to enter into, a separate Cooperative Agreement with the Alabama Department of Transportation ("ALDOT") concerning increased maintenance activities along Rangeline Road within the ALDOT right-of-way (**ALDOT reference numbers: US-90 MP-15.690 to 18.410 and MB-06A**);

WHEREAS, under the City–ALDOT cooperative agreement, the City remains fully responsible to ALDOT for compliance with all applicable maintenance standards, safety requirements, and right-of-way obligations;

WHEREAS, the City desires to engage the Chamber to assist with certain maintenance, beautification, and upkeep activities along Rangeline Road, known as the *Gateway Initiative* and as shown in **Phase One** of the *Tillman's Corner Streetscape* (attached hereto as Exhibit A), subject at all times to ALDOT standards and City oversight;

WHEREAS, the Chamber is willing to perform such services for the benefit of the City and the surrounding community, subject to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. RELATIONSHIP TO ALDOT AGREEMENT.

2.1 This Agreement is expressly subordinate to the Cooperative Agreement between the City and ALDOT concerning Rangeline Road (the "ALDOT Agreement").

2.2 Nothing in this Agreement shall be construed to create any contractual relationship between the Chamber and ALDOT.

2.3 The City shall remain solely responsible to ALDOT for performance, compliance, and enforcement under the ALDOT Agreement.

2.4 By entering this agreement, the City does not grant the Chamber any right, title, or claim to such rights-of-way.

3. SCOPE OF MAINTENANCE SERVICES.

3.1 The Chamber shall perform, at the direction of the City, routine maintenance activities along Rangeline Road, which may include:

- Litter removal and debris pickup;
- Vegetation control, trimming, and incidental mowing as needed as part of landscaping activities (City will provide the primary mowing services);
- General appearance and cleanliness upkeep;
- Other maintenance activities expressly approved in writing by the City; and
- The beautification measures noted in **Phase One** of the Tillman's Corner Streetscape (attached hereto as Exhibit A) such as planting of Trees, Low Evergreen Plantings of shrubs, ground cover and ornamental grasses, and the Major City/Community Entry Sign.

3.2 The Chamber shall not perform:

- Construction activities outside the scope reflected on Exhibit A; or
- Any work requiring an ALDOT permit,

unless expressly authorized in writing by the City and ALDOT, as applicable.

4. STANDARDS AND COMPLIANCE.

4.1 All work performed by the Chamber shall comply with:

- ALDOT standards and specifications, as applicable;
- The Manual on Uniform Traffic Control Devices (MUTCD), where required; and
- All applicable federal, state, and local laws and regulations.

4.2 The Chamber acknowledges that failure to comply with applicable standards may result in immediate suspension of work.

5. OVERSIGHT AND DIRECTION.

5.1 The City shall have full authority to direct, monitor, and inspect the Chamber's activities under this Agreement.

5.2 The City may suspend or terminate the Chamber's activities if necessary to protect public safety or to maintain compliance with the ALDOT Agreement.

6. COMPENSATION.

The Chamber shall perform services under this Agreement without compensation from the City.

7. INDEMNIFICATION AND LIABILITY.

The City is not responsible for the safety of any individuals involved or taking part in this work during planting, maintenance, removal or other operations. To the extent allowed by law, the Chamber shall be solely responsible for any claim(s) for damage done to existing private property, public utility, or the traveling public, arising out of its obligations under this Agreement.

To the extent permitted by Alabama law, the Chamber shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against claims, damages, losses, and expenses arising out of or related to the Chamber's performance under this Agreement.

Nothing herein shall be construed as a waiver of any governmental immunity or statutory limitation applicable to the City.

8. INSURANCE.

The Chamber shall maintain insurance in types and amounts acceptable to the City, naming the City as an additional insured, unless waived in writing by the City.

9. TERM AND TERMINATION.

This Agreement shall commence on the effective date and continue for a term of five (5) years, unless earlier terminated.

Either Party may terminate this Agreement upon thirty (30) days' written notice. The City may immediately terminate or suspend activities for safety or compliance reasons.

10. NO ASSIGNMENT.

The Chamber may not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

11. AMENDMENTS.

This Agreement may be amended only by written instrument executed by both Parties.

12. SEVERABILITY.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

14. NOTICES.

Notice to any party will be considered delivered three days following placement of properly addressed and stamped letters in US Mail utilizing the following notice addresses:

CITY OF MOBILE
P.O. Box 1827
Mobile, Alabama 36633

SOUTHWEST MOBILE CHAMBER OF COMMERCE

15. MISCELLANEOUS.

15.1 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. Pursuant to Ala. Code § 31-13-9, if Chamber employs one or more employees within the State of Alabama, Chamber shall provide documentation establishing that Chamber is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

15.2 Anti-boycott. Chamber 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 Ala. Code § 41-16-5.

15.3 Nondiscrimination. During the performance of this contract the Chamber agrees as follows:

The Chamber will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The Chamber will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Chamber 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 Chamber will, in all solicitations or advertisements for employees placed by or on behalf of the Chamber, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.

The Chamber 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 worker's representative of the Chamber's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

In the event of the Chamber's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Chamber may be declared ineligible for further municipal contracts.

Chamber agrees and commits to follow the Americans with Disabilities Act of 1990.

15.4 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.

15.5 This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A portable document format (PDF) file or other reproduction of this Agreement (or the signature page of this Agreement) may be executed by one or more parties hereto, and an executed copy of this Agreement (or the signature page of this Agreement) may be delivered by one or both parties by electronic mail in a PDF file or by similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

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

SOUTHWEST MOBILE CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____, whose name as _____, of the SouthWest Mobile Chamber of Commerce, a domestic non-profit corporation, has signed the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____,
20____.

Notary Public
My Commission Expires: _____

CITY OF MOBILE

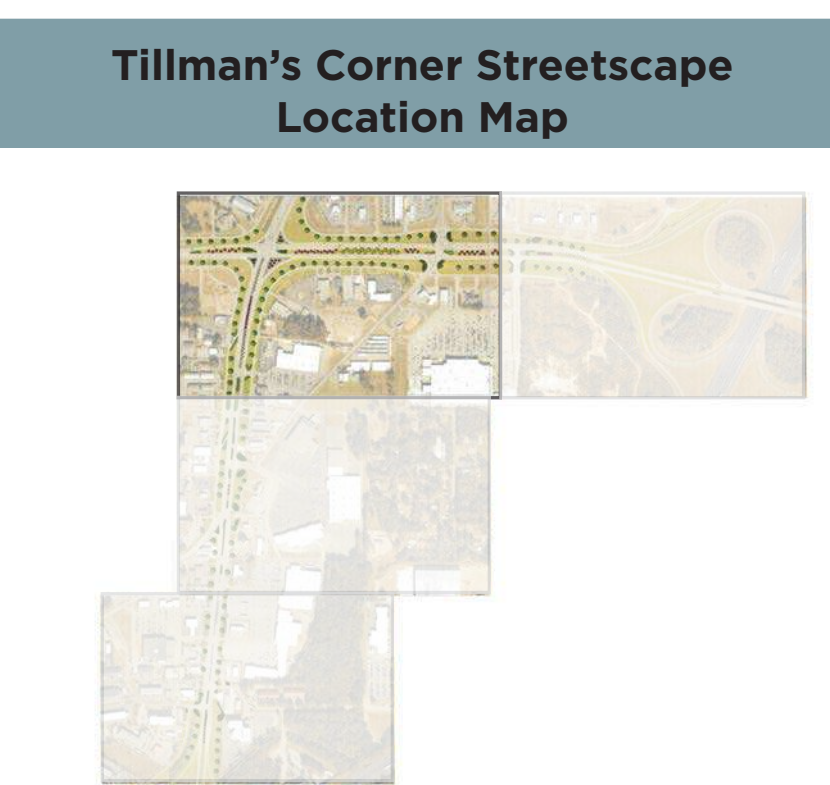
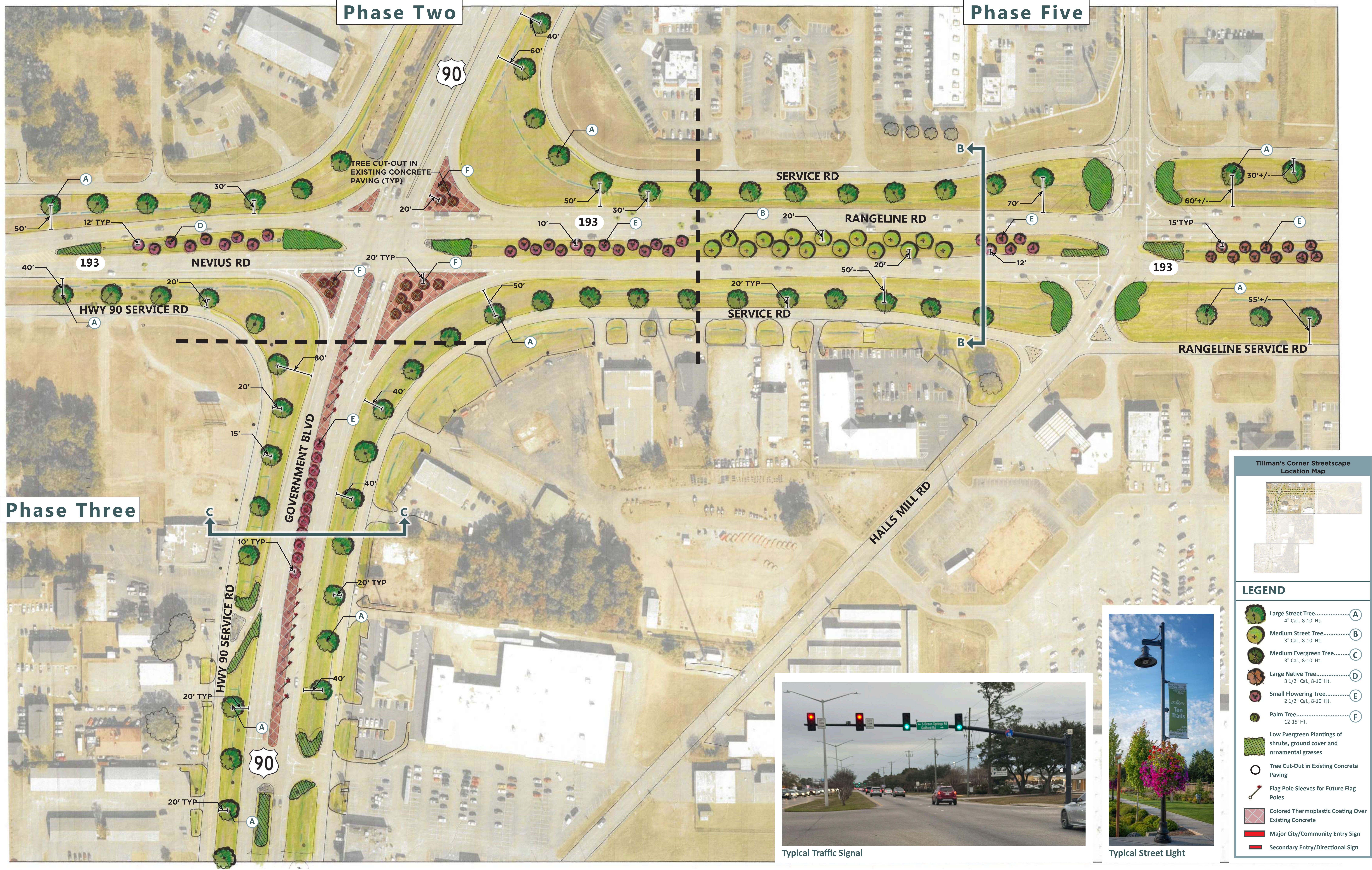
By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

Lisa Lambert, City Clerk

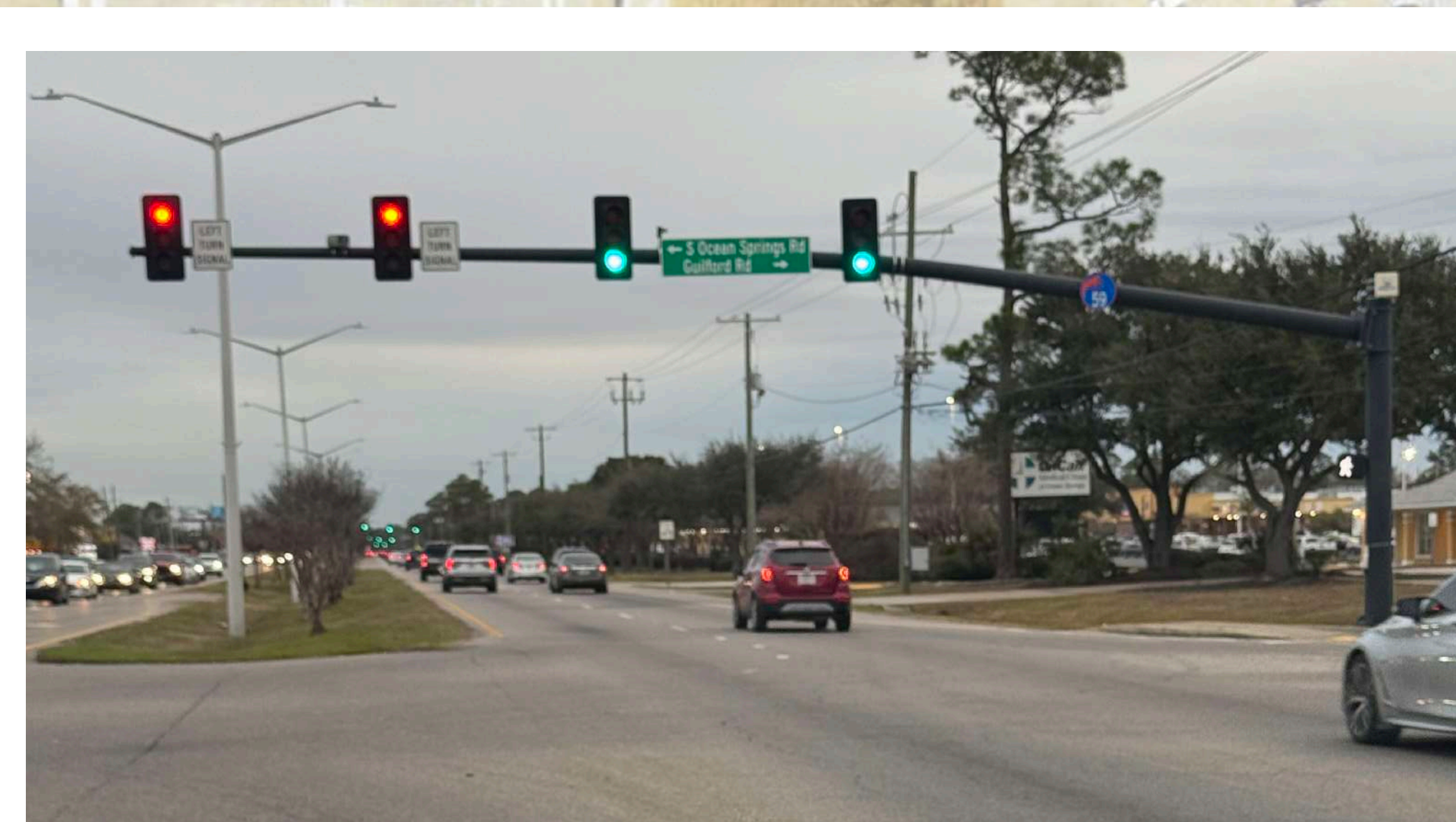


Tillman's Corner Streetscape - Mobile, Alabama



LEGEND

	Large Street Tree..... (A)
	Medium Street Tree..... (B)
	Medium Evergreen Tree..... (C)
	Large Native Tree..... (D)
	Small Flowering Tree..... (E)
	Palm Tree..... (F)
	Low Evergreen Plantings of shrubs, ground cover and ornamental grasses
	Tree Cut-Out in Existing Concrete Paving
	Flag Pole Sleeves for Future Flag Poles
	Colored Thermoplastic Coating Over Existing Concrete
	Major City/Community Entry Sign
	Secondary Entry/Directional Sign

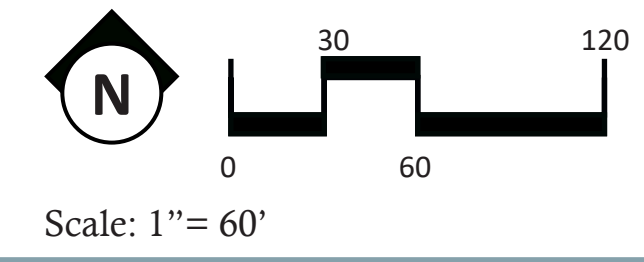


Typical Traffic Signal



Typical Street Light

Tillman's Corner Streetscape - Mobile, Alabama

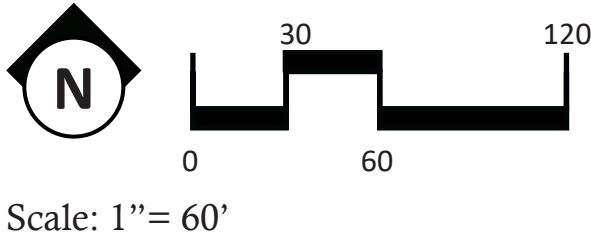


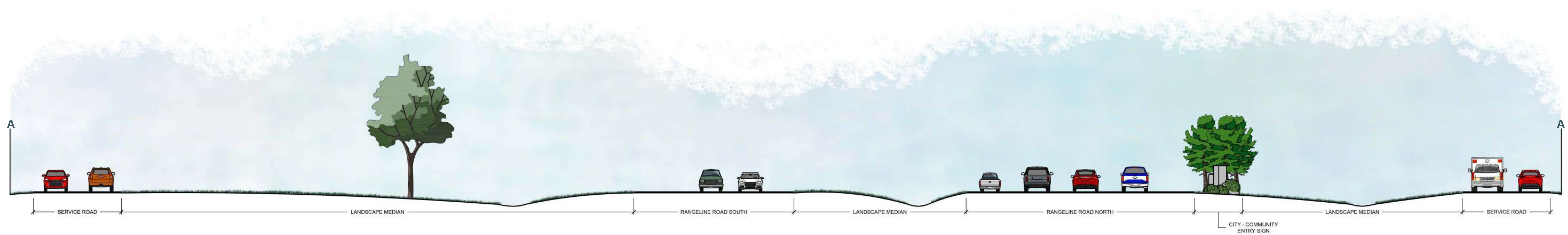


Tillman's Corner Streetscape - Mobile, Alabama

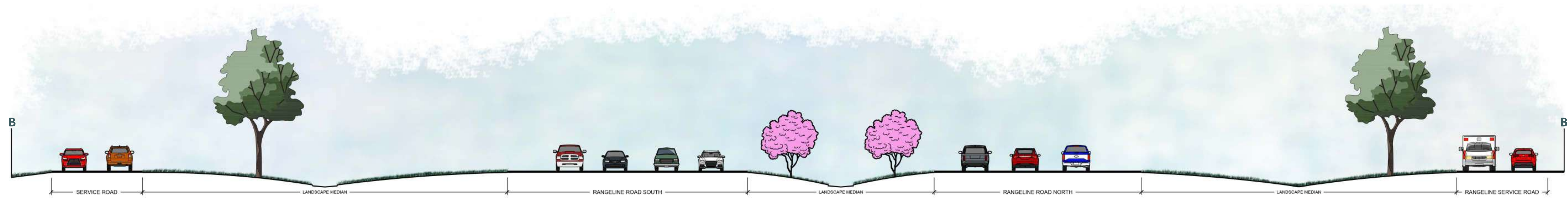


Tillman's Corner Streetscape - Mobile, Alabama

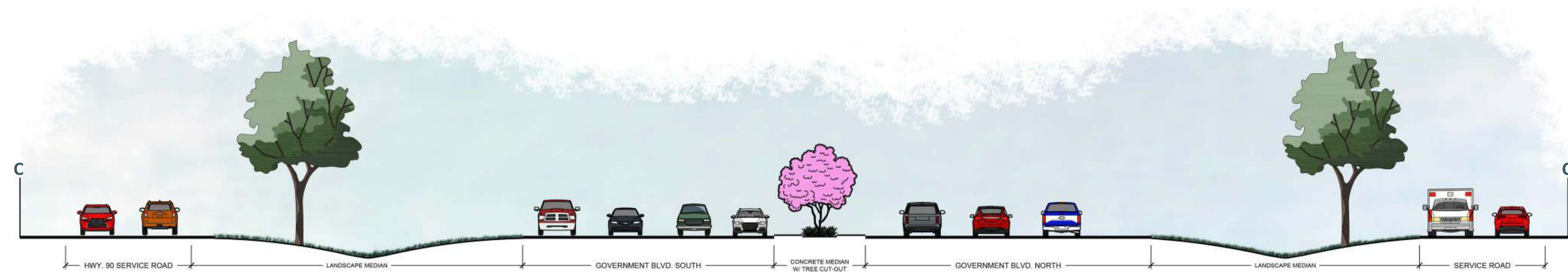




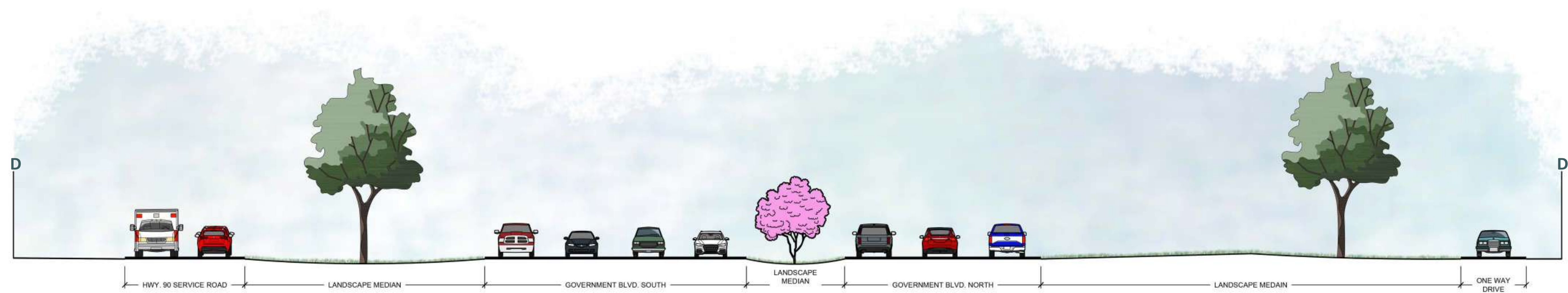
Section A Rangline Road



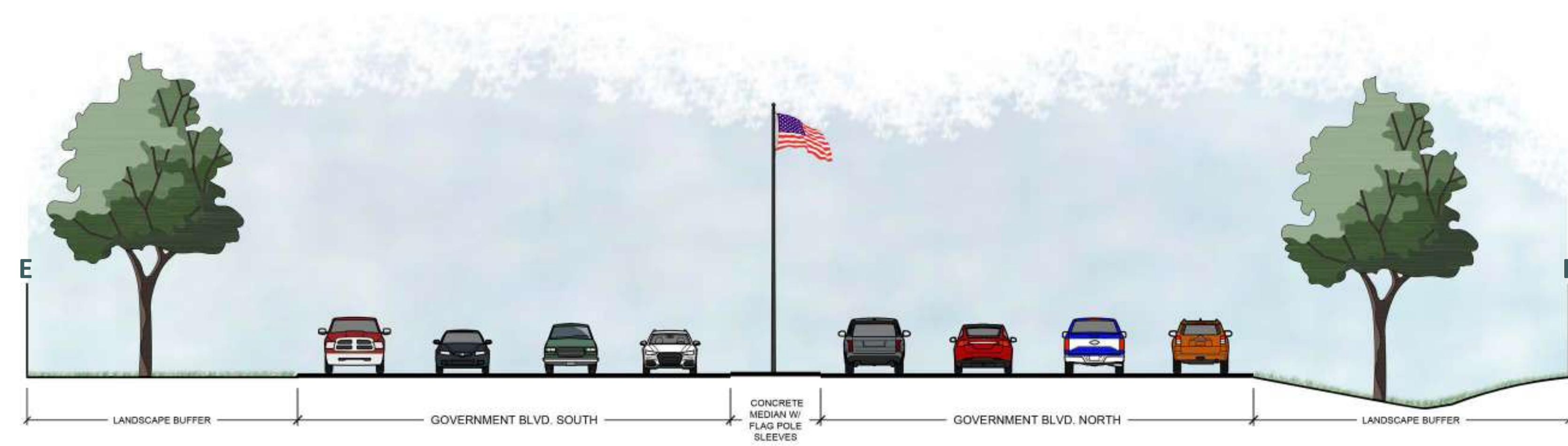
Section B Rangline Road



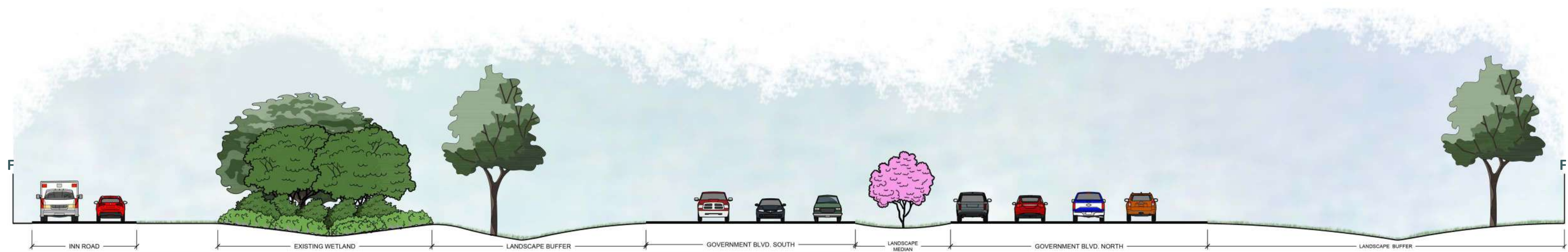
Section C - Government Blvd. - U.S. Hwy. 90



Section D - Government Blvd. - U.S. Hwy. 90



Section E - Government Blvd. - U.S. Hwy. 90



Section F - Government Blvd. - U.S. Hwy. 90



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 27, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Standard - Cooperative Agreement ALDOT Gateway Initiative
2. COOPERATIVE AGREEMENT FOR INCREASED MAINTENANCE OF RIDGELINE ROAD - ALDOT
3. Phase One landscaping_Gateway Initiative

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Cooperative Agreement for increased maintenance of Rangeline Road between the City of Mobile and the Alabama Department of Transportation for the *Gateway Initiative* project attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND THE ALABAMA DEPARTMENT OF TRANSPORTATION

This Cooperative Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between the City of Mobile, an Alabama municipal corporation (the "City"), and the State of Alabama, acting by and through the Alabama Department of Transportation ("ALDOT"). The City and ALDOT may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, ALDOT has jurisdiction over certain public roadways and rights-of-way within the City of Mobile, including Rangeline Road, located in Mobile County, Alabama;

WHEREAS, Rangeline Road lies within or adjacent to ALDOT right-of-way and requires increased maintenance activities of a primarily non-construction nature beyond routine levels in order to support public safety, aesthetics, and adjacent economic or community development;

WHEREAS, the City desires to assist with certain maintenance, beautification, and upkeep activities along Rangeline Road, known as the *Gateway Initiative* and as shown in the **Phase One** of the *Tillman's Corner Streetscape* (attached hereto as Exhibit A), subject at all times to ALDOT standards and City oversight;

WHEREAS, ALDOT is willing to allow such increased maintenance activities to be performed, provided that such work complies with ALDOT requirements and that responsibility and liability are clearly allocated (**ALDOT reference numbers: US-90 MP-15.690 to 18.410 and MB-06A**);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS.

The above recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. DESCRIPTION OF ROADWAY AND LIMITS.

This Agreement applies to Rangeline Road, located within the City of Mobile, Alabama, along ALDOT Route No. _____, between approximate mileposts _____ to _____, or such other limits as may be approved by ALDOT (the "Agreement Area").

3. TERM.

This Agreement shall become effective on the date first written above and shall remain in effect for a term of five (5) years, unless earlier terminated in accordance with this Agreement. The Agreement may be renewed or extended by mutual written agreement of the Parties.

4. GENERAL COOPERATION.

The Parties agree to cooperate in good faith to allow the increased maintenance of Rangeline Road in a manner that promotes public safety, preserves the integrity of the roadway and right-of-way, and complies with all applicable ALDOT standards and requirements.

5. MAINTENANCE RESPONSIBILITIES OF THE CITY.

5.1 Scope of Maintenance. The City shall be responsible for performing or arranging for increased maintenance activities within the Agreement Area, which may include, but are not limited to:

- Litter removal and debris pickup;
- Vegetation control, trimming, and mowing;
- General appearance and cleanliness upkeep; and
- The beautification measures noted in **Phase One** of the Tillman's Corner Streetscape (attached hereto as Exhibit A) such as plantings of trees, low evergreen plantings of shrubs, ground cover and ornamental grasses, and the Major City/Community Entry Sign.
- Landscaping maintenance (no new installation unless expressly approved);
- Minor aesthetic or cleanliness improvements that do not alter grades, drainage, or structural elements; and
- Other maintenance activities approved in writing by ALDOT.

No new structures, fixtures, signage, or landscaping installations shall be placed within the ALDOT right-of-way without ALDOT's prior written approval.

5.2 Standards. All maintenance activities shall conform to:

- ALDOT standards and specifications;
- The current Manual on Uniform Traffic Control Devices (MUTCD), where applicable; and
- Any written directives or conditions issued by ALDOT related to the work.

5.3 Permits and Approvals. Any work not expressly described in this Agreement shall require prior written approval from ALDOT and, if applicable, a separate permit.

5.4 No Interference. The City shall ensure that maintenance activities do not interfere with traffic flow, drainage, utilities, or future ALDOT construction or maintenance operations.

6. ALDOT RIGHTS AND OVERSIGHT.

6.1 ALDOT retains full jurisdiction and control over the roadway and right-of-way.

6.2 ALDOT may inspect maintenance activities at any reasonable time.

6.3 If the City fails to comply with this Agreement, ALDOT may require corrective action, suspend activities, or terminate this Agreement upon written notice.

6.4 The City remains fully responsible to ALDOT for compliance with all applicable maintenance standards, safety requirements, and right-of-way obligations.

7. INDEMNIFICATION AND LIABILITY.

To the extent permitted by Alabama law, and subject to the limitations applicable to municipal corporations under Ala. Code § 11-93-2, the City shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, and their officers, officials, employees, and agents from and against claims, damages, losses, and expenses arising out of the City's maintenance activities performed under this Agreement.

Nothing herein shall be construed as a waiver of sovereign or governmental immunity.

8. INSURANCE.

The City shall maintain insurance or self-insurance coverage consistent with its statutory authority and risk management practices sufficient to cover its obligations under this Agreement.

9. TERMINATION.

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. ALDOT may immediately suspend activities if necessary to protect public safety or the integrity of the roadway.

10. AMENDMENTS.

This Cooperative Agreement may be amended at any time by the mutual consent of the Parties, provided that any amendment or modification shall be in writing and executed by both Parties, or their respective successors or assigns.

11. ASSIGNMENT.

Neither Party may assign or transfer its rights or obligations under this Cooperative Agreement without the prior written consent of the other Party. Any attempted assignment or transfer made without such prior written consent shall be null and void and of no force or effect.

12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

13. SEVERABILITY.

If any provision of this Cooperative Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of this Cooperative Agreement, which shall remain in full force and effect and be construed to carry out the intent of the Parties.

13. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

14. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions or understandings.

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

ALABAMA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____, whose name as _____, of the Alabama Department of Transportation, has signed the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

CITY OF MOBILE

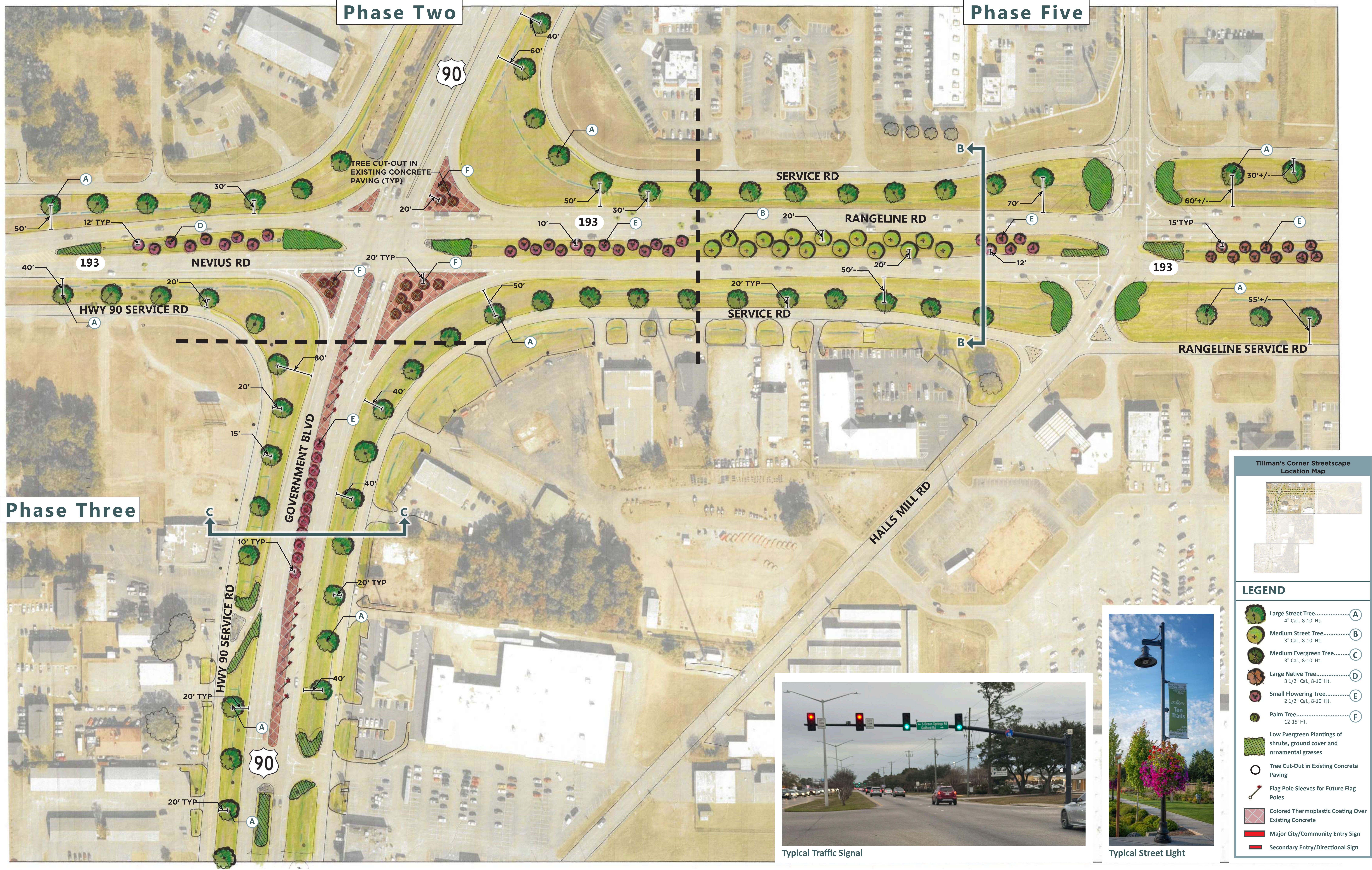
By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

Lisa Lambert, City Clerk



Tillman's Corner Streetscape - Mobile, Alabama



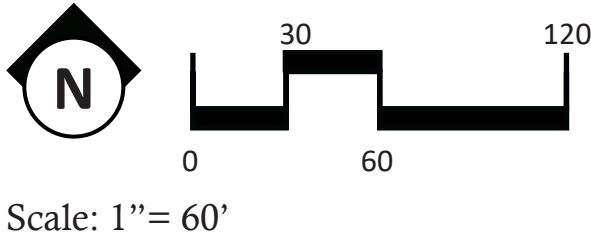
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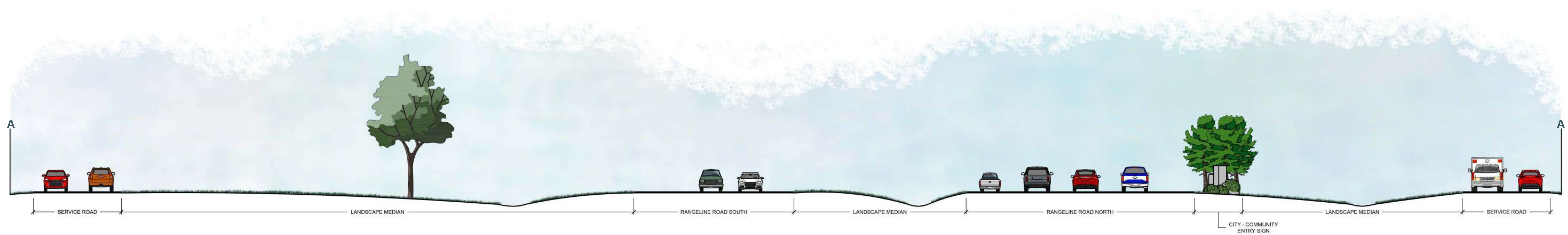


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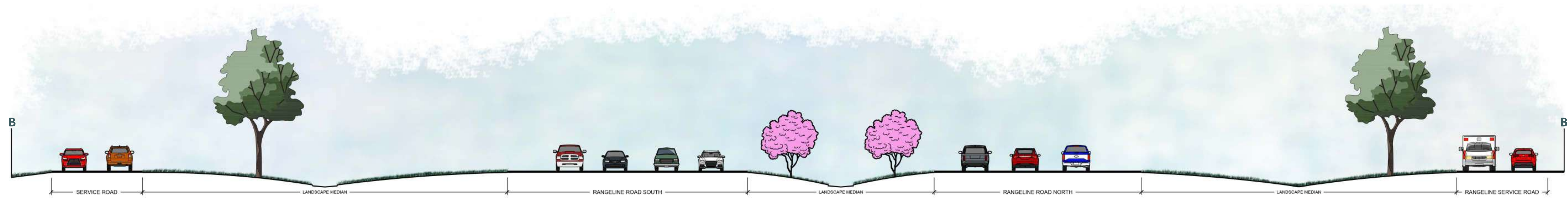


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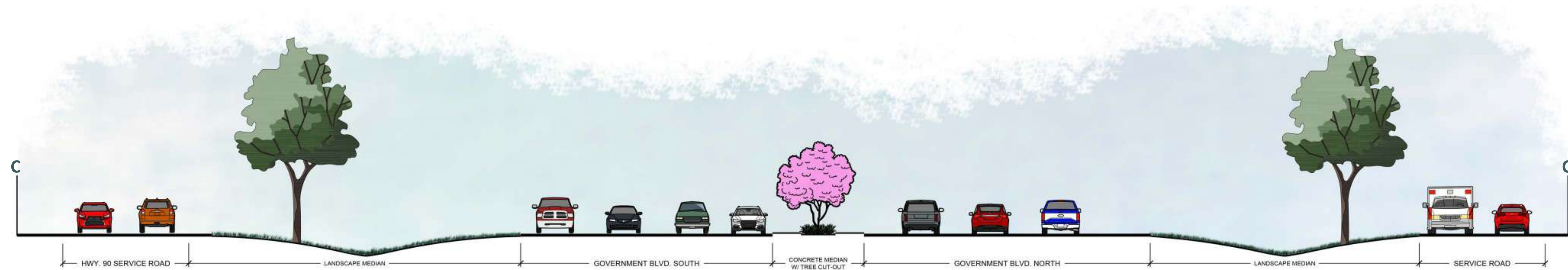




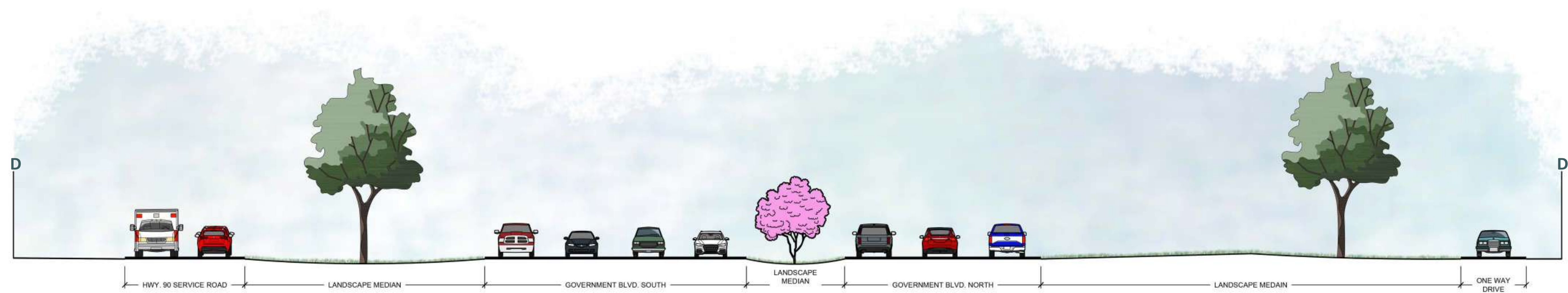
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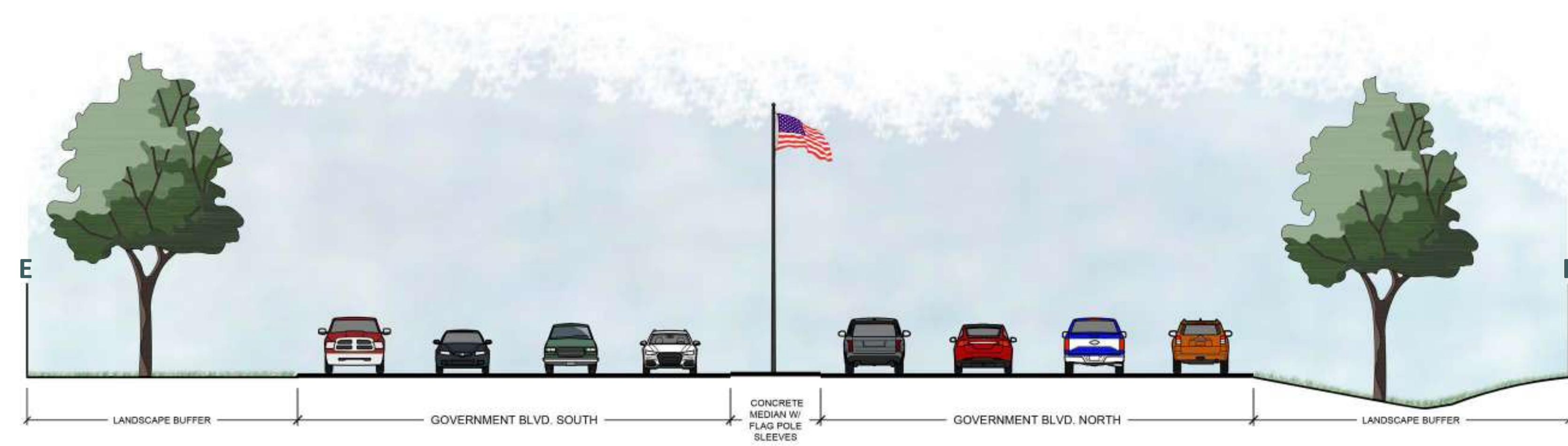
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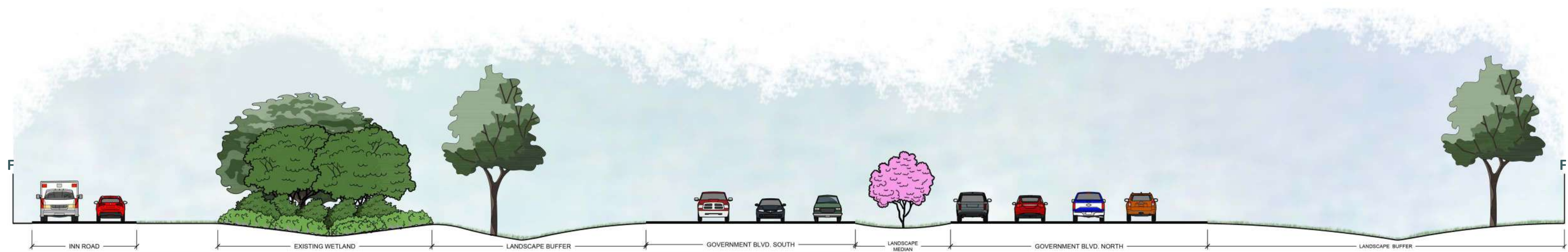
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