



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 3, 2026, 10:31 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Aarif Bradley, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

January 20 & 27, 2026

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of HomeSmart for a waiver of the Noise Ordinance at 558 St. Francis Street on March 14, 2026, from 1:00 p.m. - 4:00 p.m. (District 2).

Request of Christina Boyd for a waiver of the Noise Ordinance at Mardi Gras Park on June 27, 2026, from 2:00 p.m. - 4:30 p.m. (District 2).

Request of Jean Weinacker for a waiver of the Noise Ordinance at 5425 Springhill Woods Drive South on March 7, 2026, from 5:00 p.m. - 10:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 2451 McArthur Street, f/k/a Avenue; \$4,500.00 (District 1).

Public hearing to fix costs for demolition of the structure at 607 Belsaw Avenue; \$2,650.00 (District 2).

Public hearing to fix costs for demolition of the structure at 560 Cedar Avenue; \$3,400.00 (District 2).

Public hearing to fix costs for demolition of the structure at 500 Chin Street; \$4,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 310 Rylands Street; \$2,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 658 South Carolina Street; \$5,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1053 Bay Avenue; \$3,900.00 (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Teaira Williams - concerns about city streets causing vehicle damage.

ShaMyra Sylvester - presentation of her Mardi Gras art.

Apostle Valenia Green - comments about mental health awareness.

Estella Trotter - pattern of the City to follow up and be accountable for the City's role in housing violations and low income housing residents.

Evan Austill - request the Council adopt a resolution to waive the vacation fee as a condition of the approved vacation of an alley adjacent to 6 S. Franklin Street.

Rev. David Edwards - provide a summary of Dr. MLK, Jr. week events and the impacts on the community.

Reggie Hill - present an introduction to a budget amendment for improving public safety & economic development and discuss Rules recommendations.

12. CIP RESOLUTIONS HELD OVER

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.).

13. RESOLUTIONS HELD OVER

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.).

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.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-108 Re-appoint Carolyn Greene to the Advisory Commission on the Disabled (sponsored by Councilmember Fleming).

37-109 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Metro Petro 1; 2150 Old Shell Road (sponsored by Councilmember Penn).

37-110 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to The Breakfast Spot; 119 Dauphin Street (sponsored by Councilmember Ingram).

37-111 Recommend approval to the ABC Board for issuance of a Special Retail More than 30 Days Liquor License to 350 Dauphin; 350 Dauphin Street (sponsored by Councilmember Ingram).

37-112 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Beef O'Brady's; 4419 Rangeline Road (sponsored by Councilmember Reynolds).

40-113 Fix costs for demolition of the structure at 2451 McArthur Street, f/k/a Avenue (sponsored by Councilmember Penn).

40-114 Fix costs for demolition of the structure at 607 Belsaw Avenue (sponsored by Councilmember Ingram).

40-115 Fix costs for demolition of the structure at 560 Cedar Avenue (sponsored by Councilmember Ingram).

40-116 Fix costs for demolition of the structure at 500 Chin Street (sponsored by Councilmember Ingram).

40-117 Fix costs for demolition of the structure at 310 Rylands Street (sponsored by Councilmember Ingram).

40-118 Fix costs for demolition of the structure at 658 South Carolina Street (sponsored by Councilmember Small).

40-119 Fix costs for demolition of the structure at 1053 Bay Avenue (sponsored by

Councilmember Small).

58-120 Assess costs for removal of weeds; Repeat Weed Lien Group 96.

60-121 Determine an appropriation to HOPE for ALL Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-122 Determine an appropriation to HOPE for ALL Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Finance Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

08-123 Approve purchase order to TRP Construction Group for road striping materials and services for Traffic Engineering; \$1,206,453.41 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-124 Authorize Intergovernmental Agreement with Mobile County District Attorney's Office to provide funding assistance (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, Legal Dept.).

01-125 Authorize Foreign Trade Zone Operator Agreement with Austal USA, LLC (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-126 Authorize amendment to Agreement with Miovision Technologies US, LLC for emergency traffic preemption services; NTE \$285,234.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-127 Approve purchase order to Alamo Group Texas, LLC for mowers for Public Services Dept.; \$50,759.36 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-128 Approve purchase order to CDW Government, LLC for annual renewal of management software for MIT; \$15,593.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-129 Approve purchase order to Dana Safety Supply, Inc. for upfitting for 60 SUVs for MPD; \$897,721.26 (sponsored by Mayor Cheriogotis) (submitted by John Paine,

Purchasing Dept.).

08-130 Approve purchase order to Dana Safety Supply, Inc. for vehicle upfitting for 37 SUVs for MPD; \$339,032.11 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-131 Approve purchase order to Deere & Company for 4 tractors for Public Services; \$302,285.24 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-132 Approve purchase order to E-Builder, Inc. for annual renewal of project management software; \$66,103.33 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-133 Approve purchase order to Ingram Equipment Co., LLC. to repair knuckleboom trash loader; \$16,696.98 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-134 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, Werkland St. to E. I-65 Service Rd.; \$23,381.20 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-135 Approve purchase order to Sansom Equipment Co., Inc. for garbage truck for Parks Dept.; \$167,970.00 (sponsored by Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-136 Approve purchase order to Saunders Engine & Equipment Co., Inc. for preventative maintenance services for MFRD fireboat; \$25,240.35 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-137 Approve purchase order to STONS, Inc. for annual renewal of monday.com project management software for MIT; \$74,115.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-138 Approve purchase order to The Conner Group, LLC for 6-month rental of 2 articulating telescopic bucket trucks for Electrical Dept.; \$42,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-139 Approve purchase order to ThinkGard, LLC for annual renewal of security information event management and response software for MIT; \$21,060.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-140 Approve purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal, 2929 Government Blvd. to Moot Ave.; \$29,986.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-141 Approve purchase order to TimeClock Plus, LLC for annual renewal of employee timekeeping software for multiple departments; \$41,766.87 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-142 Approve purchase order to TimeClock Plus, LLC for annual renewal of employee timekeeping equipment maintenance services for multiple departments; \$31,020.86 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-143 Re-allocate funds in the Capital Improvement Fund from Capital Project Capital Improvement Reserve to Capital Project MIT Building HVAC Emergency Repairs; \$225,000.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

13-144 Authorize Change Order # 2 with APAC-Alabama, Inc., f/k/a H.O. Weaver & Sons, Inc., for 2024 CIP Resurfacing City Council Districts 6 & 7; \$102,200.01 increase (sponsored by Councilmembers Woods & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

13-145 Authorize Change Order # 2 with Chris Brewer Contracting, Inc. for 2024 City of Mobile Annual Street Maintenance; \$1,175,000.00 increase (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering, Dept.).

21-146 Authorize Contract with the Mobile Chamber of Commerce Foundation, Inc. for the MoGo Rideshare Program, \$200,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Accounting Dept.).

21-147 Authorize contract with Chris Brewer Contracting, Inc. for Berkshire Apartments demolition (Phase I); \$46,000.00 (sponsored by Councilmember Fleming and Mayor Cheriogotis) (submitted by David Daughenbaugh, Municipal Enforcement).

17. CALL FOR PUBLIC HEARINGS

41-148 Call for public hearing to consider the rezoning of property located at 1724 Michigan Avenue from B-2 to B-5 (scheduled for March 10, 2026) (District 3).

18. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: HomeSmart / William Forrest

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-222-9119

Organization (if applicable) HomeSmart Coastal Partners

Mailing Address of Applicant 558 ST FRANCIS, 1A, MOBILE 36602

Telephone No. 251-222-9119 E-mail address PROKER@HSCP.US

Location or address of event where amplification will be used:

558 ST FRANCIS

Date of Event: 3/14/20 Starting Time: 1 PM Ending Time: 4 PM

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

Type of Event: Block Closure Street Festival

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

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Name of Applicant: Christina Boyd

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-442-4047 Cell Number: 251-442-4047

Organization (if applicable) _____

Mailing Address of Applicant 7043 Doppel Lane Mobile, AL 36695

Telephone No. 251-442-4047 E-mail address liveinthenew@yahoo.com

Location or address of event where amplification will be used:

Mardi Gras Park 104-148 S Royal St, Mobile, AL 36602

Date of Event: 6/27/26 Starting Time: 2:00pm Ending Time 4:30pm

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

Type of Event: A Christ based event for youth.

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

Music containing obscene language or profanity is prohibited

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



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Name of Applicant: Jean Weinacker

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-753-6581

Organization (if applicable) _____

Mailing Address of Applicant 5425 Spring Hill Woods Drive South

Telephone No. 251-753-6581 E-mail address GGWJPW@aol.com

Location or address of event where amplification will be used:

5425 Spring Hill Woods Drive South

Date of Event: 3/7/2026 Starting Time: 5pm Ending Time 10pm

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

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, January 26, 2026 8:21:36 AM

I did call her to tell her how to file a claim. She stated, she still wants to address the council as well.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Saturday, January 24, 2026 12:25 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: Teaira Williams
Date To Address Council: 2026-01-22
Address: 558 dauphin island parkway
Email: Charlesncoco@gmail.com
Phone: 2515456627
Subject And Specific Questions: I was driving on dauphin St and I was slow driving and I still ended up pulling my bottom of my car of my transmission pan off completely and I don't have money right now to pay for nothing right now I'm going to send photos and all for the matter call me for farther details
Pertain To City Business: MOBILE The Road Damaged my car
Signature: Teaira Williams
Signature Verify: X
Agree: X
Date Submitted: 2026-01-24 12:24:59

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

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Tuesday, January 27, 2026 4:04:51 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, January 27, 2026 4:03 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: ShaMyra Sylvester
Date To Address Council: 2026-02-03
Address: 1166 Elmira St. Mobile, Alabama 36604
Email: shamyra@sincerelyssquared.com
Phone: 2028532591

Subject And Specific Questions: Once More, with Revelry is a contemporary revival of Mobile's historic Mardi Gras poster tradition, conceived and created by local artist ShaMyra Sylvester. The initial collection presents a curated series of limited-edition posters that serve as the official posters for the current Mardi Gras season, celebrating and reinterpreting Mobile's Carnival culture through modern design, historical research, and visual storytelling. I am requesting to address the City Council to discuss the cultural significance of this revival; the role of Mardi Gras posters as lasting civic artifacts; and opportunities for the City of Mobile to formally acknowledge, support, or align with my independently initiated effort to preserve and elevate Mobile's Mardi Gras history through the visual arts.

Pertain To City Business: Mardi Gras is central to the City of Mobile's cultural identity and tourism economy. Independent cultural initiatives that document and elevate Carnival traditions contribute to the City's interests in cultural preservation, public art, creative economy development, and community engagement. By creating the official posters for this Mardi Gras season through Once More, with Revelry, this project provides a public-facing cultural asset that strengthens Mobile's reputation as the birthplace of Mardi Gras while supporting local creative work and preserving historical narratives connected to the City's Carnival legacy.

Signature: ShaMyra Sylvester
Signature Verify: X
Agree: X
Date Submitted: 2026-01-27 16:03:40

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



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: Apostle Valenia Green Date: January 28, 2022
Address: 1603 Delaware St
Phone: 251.322.8540 Email: valeniagreen@gmail.com
Date to Address City Council: February 3, 2024

Subject and/or specific questions (must complete):

Mental Illness Awareness

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

This is something that affects the elderly and
disable citizens in the city of Mobile

Signature: [Signature]

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, January 29, 2026 1:36:06 PM

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

Name: Estella Trotter

Date To Address Council: 2026-02-03

Address: Homeless

Email: f.trotter20@gmail.com

Phone: 251 455-2040

Subject And Specific Questions: Pattern of city of Mobile to follow up and be accountable for city's role in housing violations. Abuse of low income housing residents.

Pertain To City Business: Federal laws govern city and state mandated laws to be enforced by city officials.

Signature: Estella Trotter

Signature Verify: X

Agree: X

Date Submitted: 2026-01-29 13:36:00

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

LeMoyne Properties, LLC

550 Saint Michael Street, Suite A
Mobile, AL 36602
(615) 351-6205

January 29, 2026

VIA HAND DELIVERY / EMAIL

Mrs. Lisa C. Lambert
City Clerk
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Re: Request for Agenda Placement – Fee Waiver Resolution
Vacation of Public Alley Adjacent to 6 South Franklin Street

Dear Mrs. Lambert:

LeMoyne Properties, LLC respectfully submits the enclosed materials for placement on the agenda of the upcoming Mobile City Council meeting scheduled for **Tuesday, February 2, 2026**.

As the City is aware, the Mobile City Council previously considered and approved the vacation of the public alley adjacent to **6 South Franklin Street** pursuant to § 23-4-20, Code of Alabama, following a duly submitted petition by all abutting property owners. That action was taken to facilitate a privately funded downtown redevelopment project and was supported by complete utility consents, survey materials, and indemnification documentation.

At the same meeting, or through a subsequent agenda item, the City Council also considered and adopted a **separate resolution** establishing a vacation fee associated with the alley vacation. Based on the discussion at the time, it was the general understanding of the applicant and multiple Councilmembers that the alley vacation was approved in support of redevelopment without additional cost to the City, and that the fee resolution reflected a separate administrative step rather than a substantive policy determination.

The enclosed proposed resolution requests a waiver of the previously established vacation fee in order to align the fee treatment with the City Council's original intent and with established City precedent for privately funded redevelopment projects that provide clear public benefit and require no City capital investment.

For ease of reference and to ensure a complete record, we have enclosed copies of the following prior Council actions as attachments to this submission:

1. Resolution approving the vacation of the public alley adjacent to 6 South Franklin Street;
2. Resolution establishing the vacation fee associated with that alley vacation; and

LeMoyne Properties, LLC

3. A brief economic justification memorandum summarizing the redevelopment context, private investment, and public benefit supporting the requested fee waiver.

Please let us know if any additional information is required to facilitate agenda placement or review. We appreciate the City's consideration and assistance and look forward to working through this matter efficiently.

Respectfully submitted,

LeMoyne Properties, LLC

By:



Michael C. Rogers
Managing Member
(615) 351-6205

LeMoyne Properties, LLC

ATTACHMENTS

Exhibit A

Resolution 47-013-2026

Vacation of Public Alley Adjacent to 6 South Franklin Street

Exhibit B

Resolution Establishing Vacation Fee

Alley Adjacent to 6 South Franklin Street (\$12,440.88)

Exhibit C

January 6, 2026 City Council Minutes (Excerpt)

Exhibit D

Economic Justification Memorandum

Fee Waiver Request – Alley Adjacent to 6 South Franklin Street

Exhibit A – Resolution 47-013-2026

Vacation of Public Alley Adjacent to 6 South Franklin Street

(As adopted January 6, 2026 — resolution text on file with City Clerk)

Exhibit B

Resolution Establishing Vacation Fee

Alley Adjacent to 6 South Franklin Street (\$12,440.88)

RESOLUTION

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to 6 South Franklin Street, as per Resolution **47-013** is hereby set at \$12,440.88.

Adopted:

City Clerk

Exhibit C

January 6, 2026 City Council Minutes (Excerpt)

MUNICIPAL BUILDING, MOBILE, ALABAMA, JANUARY 6, 2026

The Council of the City of Mobile, Alabama, met in the City Council's Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday January 6, 2026, at 9:00 a.m.

Councilmembers:

Present: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory
Absent: None

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m.

Approved:

COUNCIL PRESIDENT

CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, JANUARY 6, 2026

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Government Plaza on Tuesday, January 6, 2026, at 10:30 a.m., for the regular meeting.

The meeting was called to order by the City Clerk.

Pastor Tony Leager, Public Safety Chaplain, offered the invocation.

The Presiding Officer led the Pledge of Allegiance.

Present on Roll Call:

Chairman: Small
Vice-Chairman: Gregory
Councilmembers: Penn, Ingram, Reynolds, Fleming, and Woods
Absent: None

STATEMENT OF RULES BY PRESIDING OFFICER

The Presiding Officer provided an overview of the City Council's Rules of Procedure.

COMMUNICATIONS FROM THE MAYOR

Mayor Cheriogotis offered continued prayers to the family of Lt. Lorenzo Matthews who was shot in the line of duty during a standoff Sunday at a home on Tuscaloosa Street. Mayor Cheriogotis said that the Mobile Law Enforcement Foundation has established a donation fund that will go directly to Lt. Matthews's family.

Mayor Cheriogotis thanked Events Mobile for having a successful New Year's Eve celebration and the Mobile Police Department for making it safe.

Mayor Cheriogotis announced the lighting of the Mardi Gras tree will be held on Saturday, January 10, 2025 at Mardi Gras Park at 5:30 p.m.

Mayor Cheriogotis presented a proclamation declaring January 2026 as "National Eating Disorder Awareness Month" in Mobile.

MINUTES OF JANUARY 6, 2026

Mayor Cheriogotis presented a proclamation to the Tristan de Luna Chapter of the Daughters of the American Revolution in celebration of the 250th Anniversary America.

NOTE: Lisa C. Lambert, City Clerk, read the following into the record:

In accordance with the referenced Rebuild Alabama Act (2019-2) this correspondence shall serve to document activities for the 2025 fiscal year.

1. Recorded revenue totaling \$1,432,727.37 in FY 2025
2. \$1,487,522.33 has been expended to date.
3. By Resolutions number 09-1365, adopted October 28, 2025, the City Council for the City of Mobile adopted its Annual Transportation Plan to expend \$1,400,000.00, on TIGER/Broad Street.

ADOPTION OF THE AGENDA

Councilmember Penn moved to adopt the agenda, which was seconded by Councilmember Small and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the agenda adopted.

APPEALS

Request of Cindy Rathle for a waiver of the Noise Ordinance at 1906 Springhill Avenue on January 17, 2026, from 6:00 p.m. – 10:30 p.m. (District 1).

Councilmember Penn moved to adopt the waiver, which was seconded by Councilmember Small and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver adopted.

Request of Maggie Smith for a waiver of the Noise Ordinance at Mardi Gras Park on January 30, 2026, from 5:00 p.m. – 10:30 p.m. (District 2).

Councilmember Penn moved to adopt the waiver, which was seconded by Councilmember Small and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver adopted.

PUBLIC HEARING

PUBLIC HEARING TO CONSIDER THE VACATION OF AN ALLEY ADJACENT TO 6 SOUTH FRANKLIN STREET (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to consider the vacation of an alley adjacent to 6 South Franklin Street and asked if there was anyone present to speak for or against this matter.

Mike Rodgers, Mobile, Al, spoke in support of this request.

MINUTES OF JANUARY 6, 2026

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO CONSIDER A VACATION FEE AS A CONDITION OF THE VACATION OF AN ALLEY ADJACENT TO 6 SOUTH FRANKLIN STREET; \$12,440.88 (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to consider a vacation fee as a condition of the vacation of an alley adjacent to 6 South Franklin Street; \$12,440.88 and asked if there was anyone present to speak for or against this matter.

Evan Austell, Mobile, AL, spoke in support of waiving the vacation fee.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

NON-AGENDA ITEMS:

Willie Dinish or Paula Webb, 1260 Dauphin Street, provided information to raise awareness for the Jazz Art Writers South Festival.

Kevin Harrison, 2750 N. Grafhill Drive, provided information about the South Alabama Regional Planning Commission's SS4A Safety Action Plan.

ORDINANCES HELD OVER

CONSIDER AN ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. The following ordinance which was introduced and read at the regular meeting of December 2, 2025, and was held over until the regular meetings of December 9, 2025, and December 30, 2025, and was held over until the regular meeting of January 6, 2026, was called up by the Presiding Officer.

ORDINANCE: 64-058-2025

Sponsored by: Mayor Cheriogotis and Councilmember Ingram

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in Appendix A of the Unified Development Code, Chapter 64, adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022) be, and the same hereby is, amended so that it now reads in full as set forth in the attached.

The amendment of Appendix A, the DDD Code set forth in the Unified Development Code, Chapter 64, shall be effective upon adoption and publication as required by law.

The ordinance was read by the City Clerk, whereupon Councilmember Small moved to adopt the ordinance, which was seconded by Councilmember Gregory

Councilmember Gregory moved to hold the ordinance over until January 20, 2026, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the ordinance held over until the regular meeting of January 20, 2026.

CONSIDER THE MODIFICATION OF A PREVIOUSLY APPROVED PLANNING APPROVAL FOR PROPERTY LOCATED AT 348 AND 360 NORTH MCGREGOR

Exhibit D

Economic Justification Memorandum

Fee Waiver Request – Alley Adjacent to 6 South Franklin Street

Project Overview

The Mobile City Council approved the vacation of the public alley adjacent to **6 South Franklin Street** pursuant to § 23-4-20, Code of Alabama, by **Resolution 47-013-2026**. The vacation was requested by all abutting property owners and supported by complete utility consents, survey documentation, and indemnification materials.

The alley vacation was approved to facilitate a **privately funded downtown redevelopment project** representing more than **\$2.5 million in private capital investment**. The project requires **no City capital expenditure**, does not impair access or utility service, and does not result in the loss of functional public infrastructure.

Fee Context

Following approval of the alley vacation, the City Council adopted a **separate resolution** establishing a vacation fee in the amount of **\$12,440.88**. The fee was not tied to any direct City cost incurred as a result of the vacation and was processed as a distinct administrative action separate from the Council's approval of the alley vacation itself.

Public Benefit and Redevelopment Purpose

The alley vacation enables redevelopment of an underutilized downtown property and advances the City's objectives related to downtown revitalization and private reinvestment. The project increases the productive use of existing urban land, supports long-term growth of the City's tax base, and does so **without reliance on public funding or incentives**.

Consistency with Prior City Actions

In comparable circumstances, the City has exercised discretion to waive right-of-way or alley vacation fees when such action supports privately funded redevelopment projects that provide clear public benefit and do not require City capital investment. Waiving the fee in this instance aligns the final fee treatment with the redevelopment purpose underlying **Resolution 47-013-2026** and with the City's established practice of facilitating private investment in the downtown core.

Non-Precedent Statement

This action is specific to the subject property and does not establish a general policy regarding vacation fees.

RESOLUTION

Sponsored by: **Councilmember Samantha Ingram, District 2**

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the vacation fee associated with the vacation of the public alley adjacent to **6 South Franklin Street**, previously established by resolution of the City Council, is hereby **waived in its entirety**.

WHEREAS, the City Council previously approved the vacation of the public alley adjacent to 6 South Franklin Street pursuant to § 23-4-20, Code of Alabama, 1975, as amended, by **Resolution 47-013-2026**, sponsored by Councilmember Ingram; and

WHEREAS, the alley vacation was approved to facilitate a **privately funded downtown redevelopment project**, following a duly submitted petition by all abutting property owners and supported by complete utility consents, survey materials, and indemnification documentation; and

WHEREAS, the City Council subsequently adopted a **separate resolution** establishing a vacation fee in the amount of **\$12,440.88** in connection with the alley vacation; and

WHEREAS, the redevelopment project associated with the alley vacation represents more than **\$2,500,000 in private capital investment**, requires **no expenditure of City funds**, and does not impair access, utility service, or other public infrastructure; and

WHEREAS, the City Council has, in comparable circumstances, exercised its discretion to **waive right-of-way and alley vacation fees** when such action supports privately funded redevelopment and advances the City's economic development and downtown revitalization objectives; and

WHEREAS, this action is specific to the subject property and does not establish a general policy regarding vacation fees; and

WHEREAS, waiving the vacation fee in this instance is consistent with the **redevelopment purpose and intent underlying Resolution 47-013-2026** and aligns the final fee treatment with the City Council's established practices;

NOW, THEREFORE, BE IT RESOLVED, that the vacation fee associated with the alley adjacent to 6 South Franklin Street, previously set at **\$12,440.88**, is hereby **set at \$0.00**, and no payment shall be required as a condition of the alley vacation.

Adopted: _____

City Clerk

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, January 29, 2026 1:51:30 PM

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

Name: Rev. David Edwards

Date To Address Council: 2026-02-03

Address: 670 Fisher St

Email: puadmobil@gmail.com

Phone: 2515188885

Subject And Specific Questions: Summary of MLK Week and Impact to Communities

Pertain To City Business: Cutting Gun Violence

Signature: David Edwards

Signature Verify: X

Agree: X

Date Submitted: 2026-01-29 13:51:23

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

From: [RJHILL II](#)
To: [Pafenbach, Lana](#)
Subject: AGENDA!
Date: Thursday, January 29, 2026 1:55:49 PM

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

Madam Asst. City Clerk,

Greetings! This is a formal request to be added to the upcoming Agenda.

I shall Present an Introduction to a Budget Amendment for improving Public Safety and Economic Development and discuss Rules Recommendations.

Thank you for your attention to this matter.

Kindest Regards,

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





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
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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	SOURCEWELL CONTRACT # 031622-SII TURF FIELDS, SAGE PARK, SOURCEWELL CONTRACT # 031622-SII	1.00	1100000.00000	1100000.00
	1 2000.80.00.0000.0000.0000.0000.48010. E F533-001 .CONSTRUCTN.	EACH		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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IDIQ Contracts

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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

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
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

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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:

1. Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
3. 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%.
4. A two hour minimum charge per site visit will be applied to all technician level staff positions.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. 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



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 ☐ 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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	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 ☐ 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 Aggregate \$1,000,000 \$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 City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Jackson
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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 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 E-MAIL ADDRESS: greylingcerts@greyling.com												
INSURED TTL, Inc. 3516 Greensboro Ave Tuscaloosa, AL 35401	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: The Charter Oak Fire Insurance Company</td><td>NAIC # 25615</td></tr><tr><td>INSURER B: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: The Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER E: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER F: AL Workers Comp Self Ins Fund (AlaCOMP)</td><td></td></tr></table>	INSURER A: The Charter Oak Fire Insurance Company	NAIC # 25615	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: The Travelers Indemnity Company of CT	25682	INSURER E: Scottsdale Insurance Company	41297	INSURER F: AL Workers Comp Self Ins Fund (AlaCOMP)	
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INSURER D: The Travelers Indemnity Company of CT	25682												
INSURER E: Scottsdale Insurance Company	41297												
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.

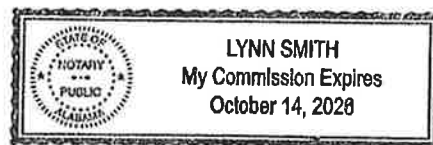
H. Dean McClure

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.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- 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 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

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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

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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:

ALABAMA	3 site(s)
GEORGIA	2 site(s)
TENNESSEE	1 site(s)

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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

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EXHIBIT H: SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OFFICE OF SMALL BUSINESS DEVELOPMENT

Return to Office Small Business Development

Via email at arcelnique.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: _____

<u>12</u>	<u>/</u>	<u>10</u>	<u>/</u>	<u>2025</u>	<u>Description</u>	<u>2025 CIP Carlisle Drainage Improvements Scottsdale Court to Carlisle Drive East</u>
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: February 3, 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:

Lana Pafenbach

Lana Pafenbach

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 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 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
---	--	----------

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
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

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 4

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
Approved	01/16/26 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	01/16/26 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	01/16/26 JAMES NEESE	Auto	approved by: 9105paij	
Approved	01/16/26 PATRICIA KENNEDY-JONES	Auto	approved by: 9105paij	
Approved	01/16/26 REBECCA CRUMPLER	Auto	approved by: 9105paij	
Approved	01/16/26 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	01/16/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

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: February 3, 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:

Lana Pafenbach
Lana Pafenbach

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

CONTENTS

Advertisement for Bids	I
Instructions to Bidders	II
Proposal	III
Bid Bond	IV
Labor and Materials Bond	V
Performance Bond	VI
Certificate of Contractor's and Subcontractor's Insurance	VII
Special Provisions	VIII
Articles of Agreement	IX
Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certification	Attachment B
Subcontracting Plan, E Verify Affidavit and DBE Utilization Report	Attachment C
Certifications, Affidavits, & Project Closeout	Attachment D
Sign Details	Attachment E
Project Addendums	Attachment F
Tax Exemption	Attachment G

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)

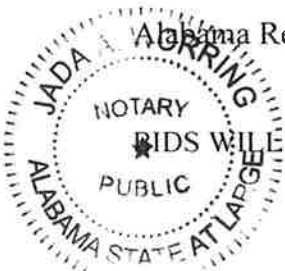
as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, 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
20 25.

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

Old Republic Surety Company
BY: Tammy P. Williams
(Signature)
Tammy P. Williams
(Print)
ITS: Attorney-In-Fact
(Title)

ATTEST:
Danille R. Stokes
(Signature)
Danille R. Stokes (Print)
ITS: Agent

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.

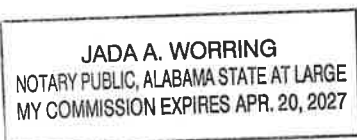
In the presence of:

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.~~

OMIT

24

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 sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary

adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the 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 }

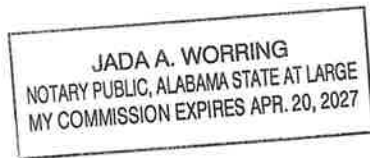
COUNTY OF MOBILE }

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

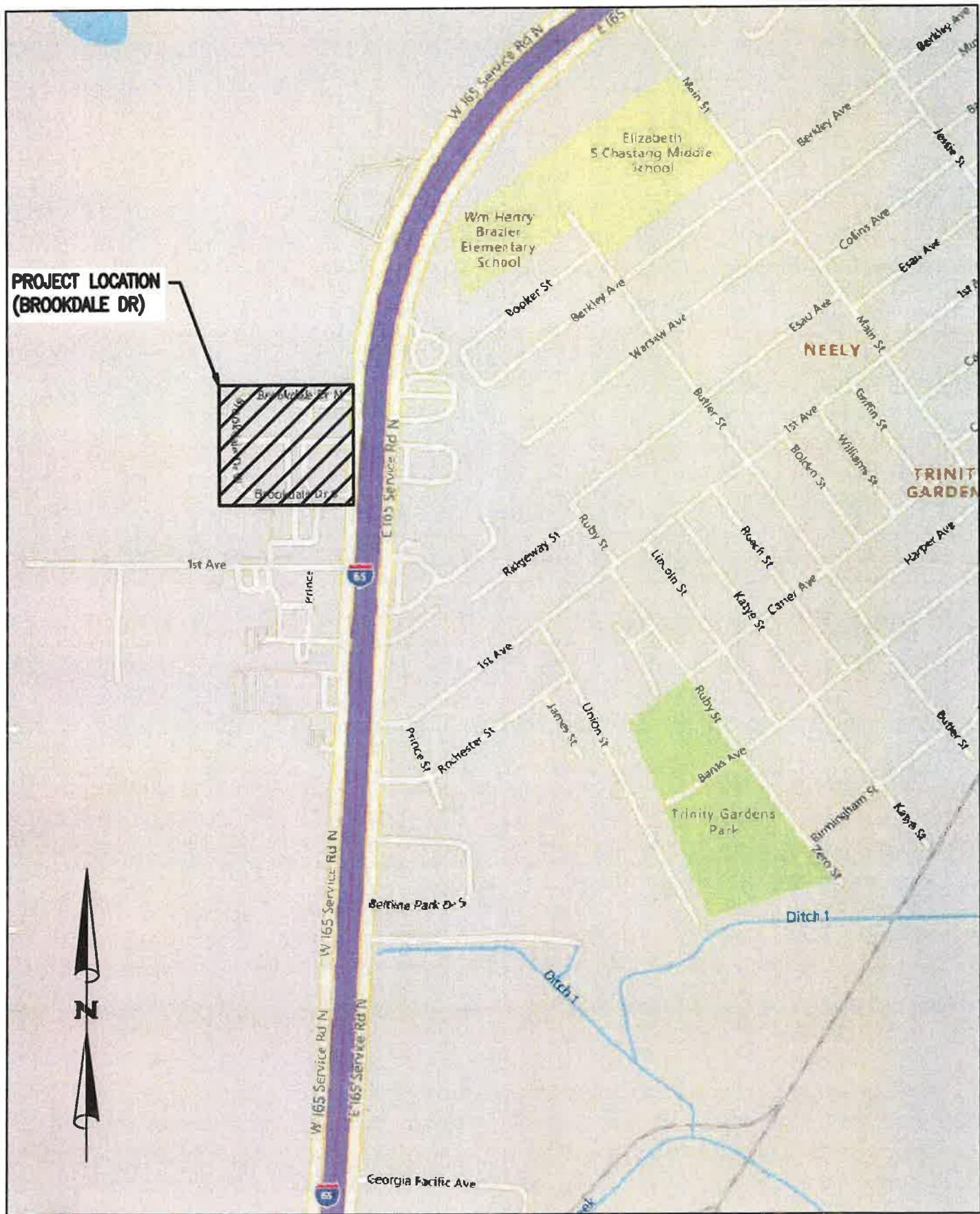
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

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



ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

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.

ACORD		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

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

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PRODUCER 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 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:		
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:																						

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 Huntzberg, Jr.</i>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2025

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

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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	E-MAIL ADDRESS: workersfirst@ccmsi.com
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	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 CITY OF MOBILE PO BOX 1827 MOBILE, AL 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Hudgins
---	---

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.

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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 :	

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:						PERSONAL & ADV INJURY \$
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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 Huntzinger, 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: Archtrape.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.

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: 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
LMO

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ _____

Date:

Description

Name of Bidder/Proposer:

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

[illegible]

ONE TWO THREE



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: archeque.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:

Certified DBE: YES NO

Contract Start Date

DESCRIPTION:

Estimated Completion Date:

This report is for the month of:
(CHECK ONE)

JAN
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

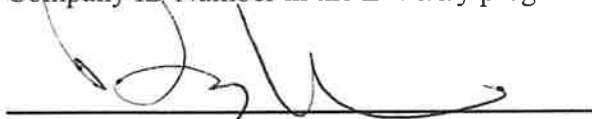
Before me, a Notary public, personally appeared Doug Harwell (affiant) who, being duly sworn says as follows:

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.

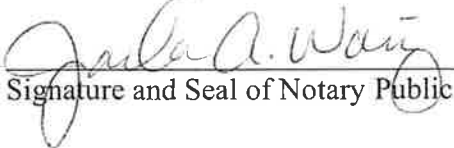
I further attest that said HARWELL + COMPANY, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 531791



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

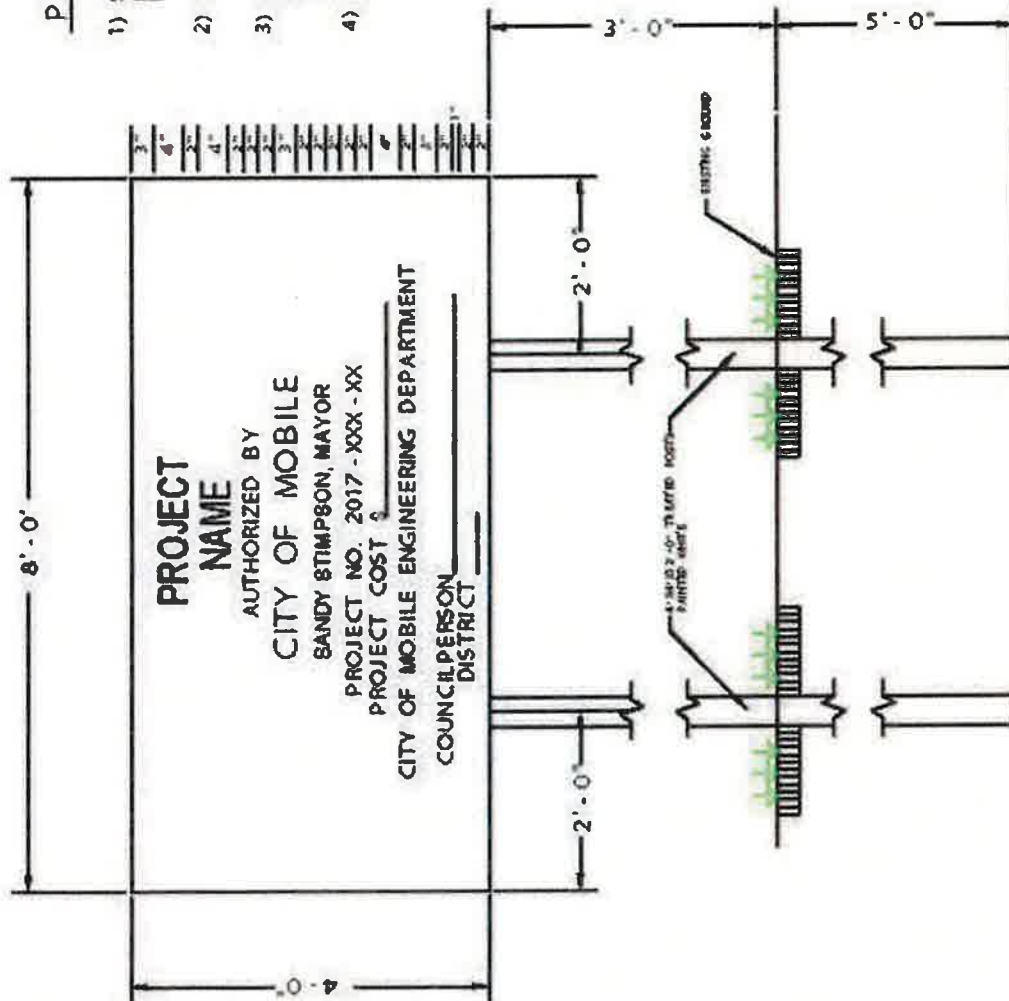
All the above requirements must be satisfied by the Contractor before final payment can be made.

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

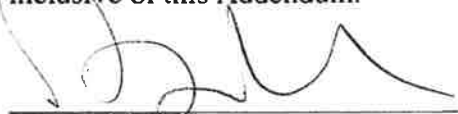
ADDENDUM NO. 1

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
questionnaire to completing 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:

Page 2 of 6
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

HARWELL & COMPANY, LLC

Mailing

Address 75 MIDTOWN PARK E, MOBILE, AL 36606-4141

*By (Legal Signature)

*Name (type or print)

DOUG HARWELL

(Seal)

*Title

OWNER/MEMBER/CEO

Telephone Number

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: February 3, 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:

Lana Pafenbach

Lana Pafenbach



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 ____.

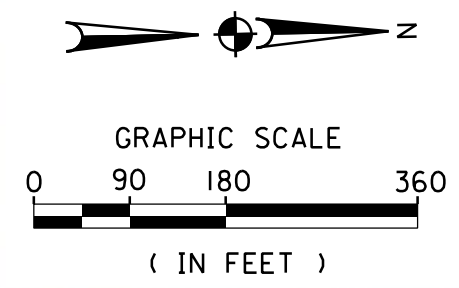
NOTARY PUBLIC

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)



**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**

PRELIMINARY 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

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 HZ & VT 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

LS

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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LS

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

LS

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

LS

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)



VOLKERT

DESIGNED BY: L.R.M.	SCALE: AS NOTED
DETAILED BY: L.R.M.	DATE: 10 /09 /2025
REVIEWED BY: J.H.S.	

**BROOKLEY BY THE BAY ACCESS
MOBILE, ALABAMA**

PRELIMINARY 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



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.

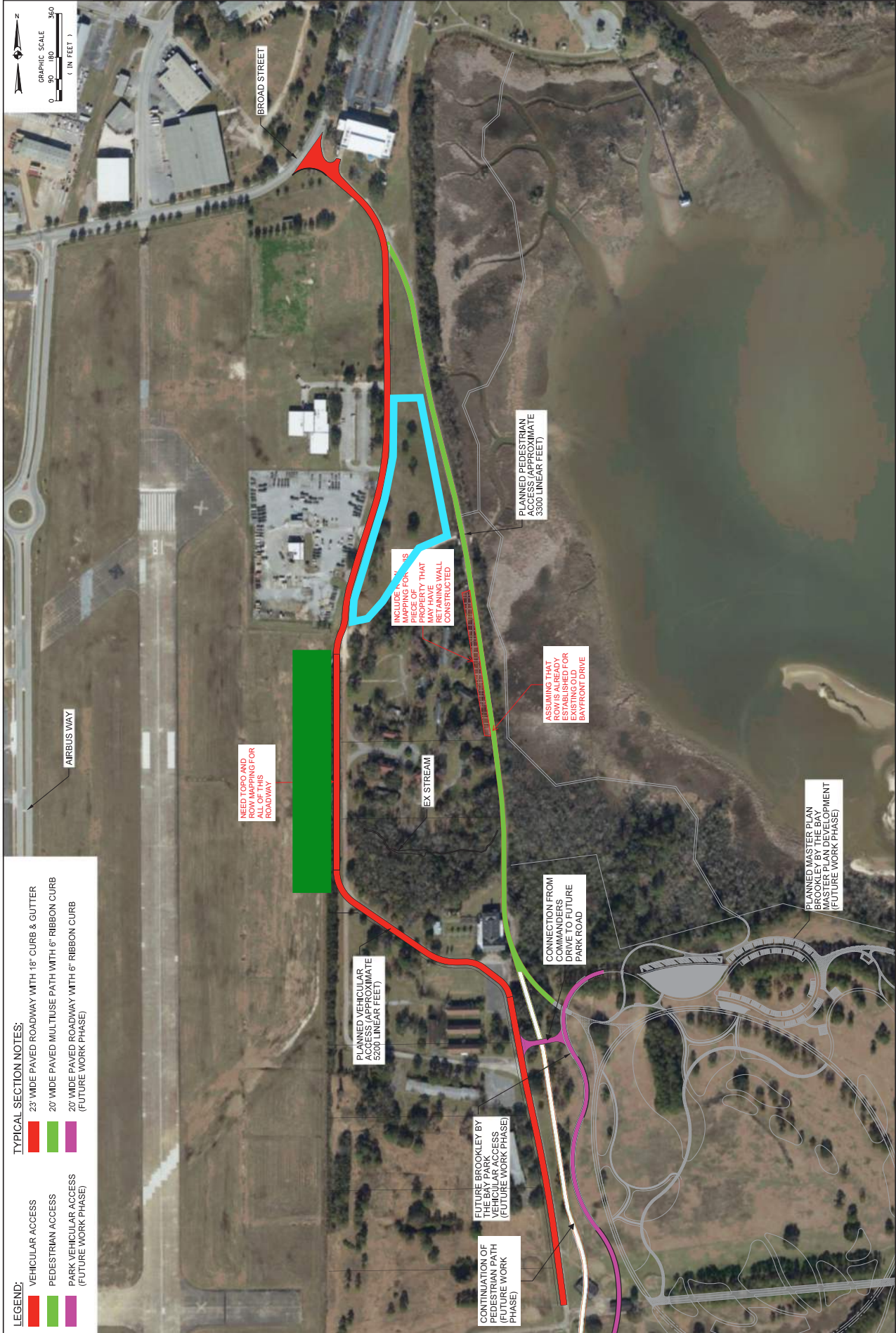
Right-of-Way Monumentation (approx. 50 each): \$ 22,500

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

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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

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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

Brookley by the Bay - Access Roadway and Pedestrian Path

xM25-484

Legend

- Core & Soil Boring
- Culvert Boring
- Soil Boring



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.

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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

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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	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)

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



Company ID Number: 105558

**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



Company ID Number: 105558

- 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

Company ID Number: 105558

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,



Company ID Number: 105558

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: 105558

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



Company ID Number: 105558

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)



Company ID Number: 105558

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



Company ID Number: 105558

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.



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	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. _____



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: _____

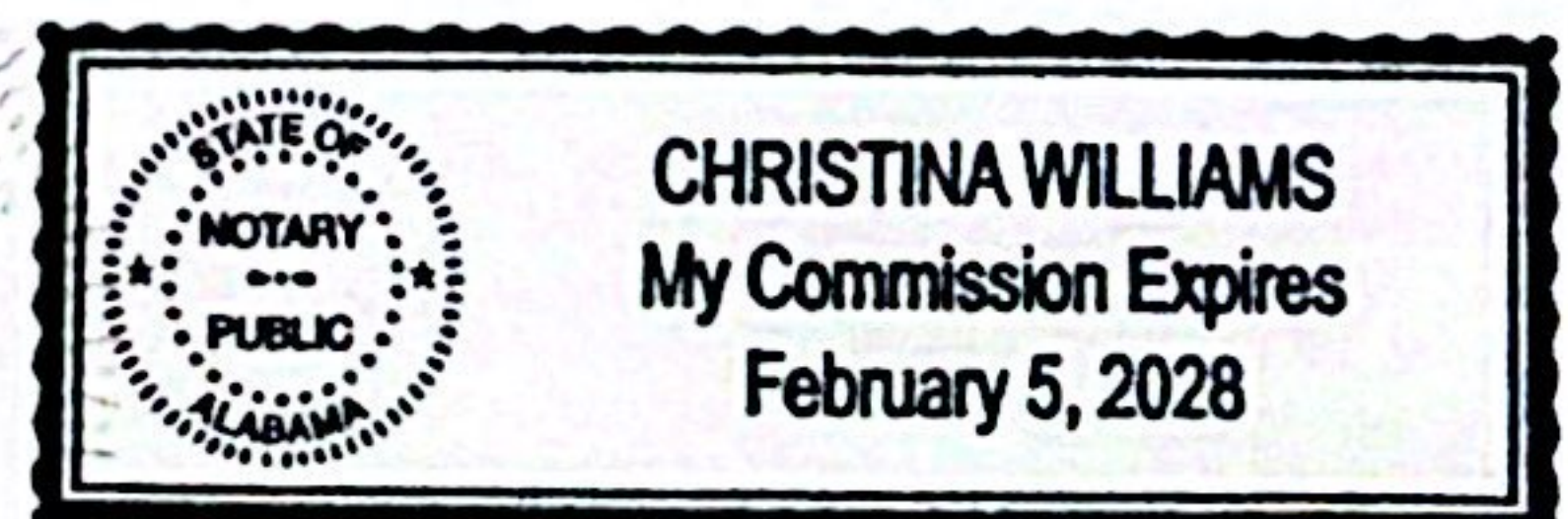
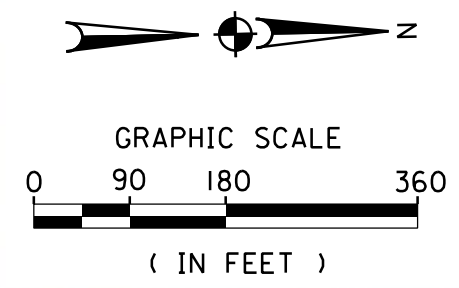


EXHIBIT A: PROJECT LOCATION

 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.	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

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

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

LS

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 HZ & VT 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

LS

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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LS

TOTAL 60% SUBMITTAL COSTS			\$275,113.00
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LS

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

LS

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

LS

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)

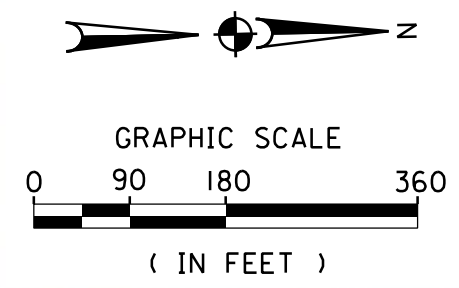
Client: City of Mobile

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

**BROOKLEY BY THE BAY ACCESS
MOBILE, ALABAMA**

PPRELIMINARY SCOPE OF WORKS FOR

BROOKLEY BY THE BAY ACCESS

REVISIONS					
NO.	DATE	DESCRIPTION	BY		

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

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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

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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.

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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

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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:
	INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	NAIC #

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	☐ 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)

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

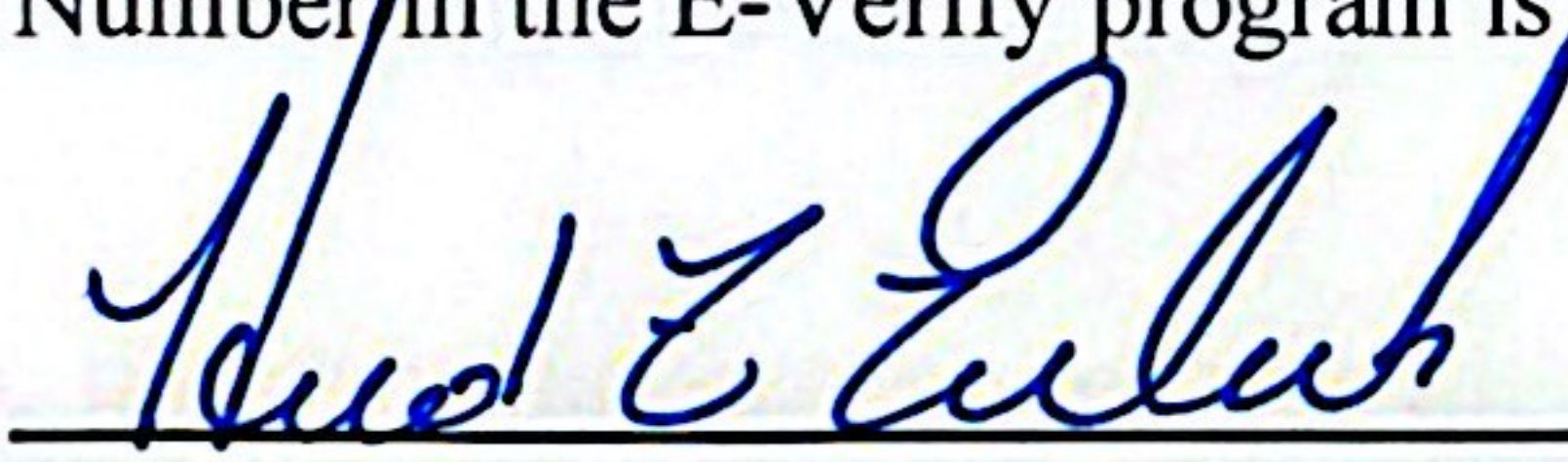
Before me, a Notary public, personally appeared Harold Eubanks (affiant) who,
being duly sworn says as follows:

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.

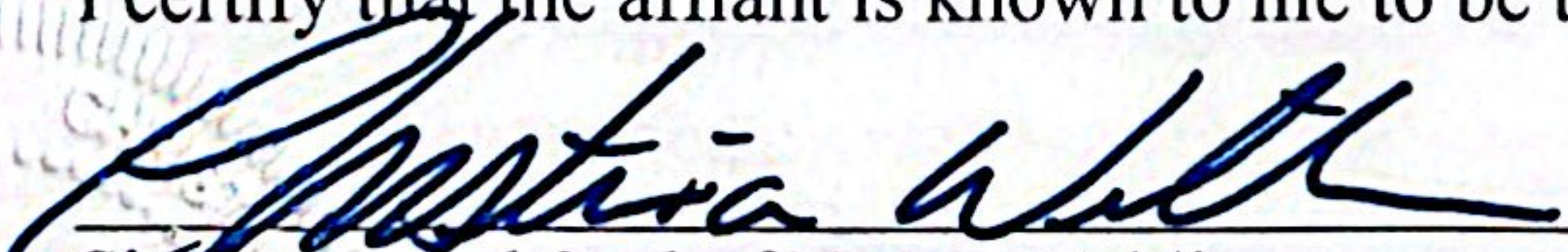
I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

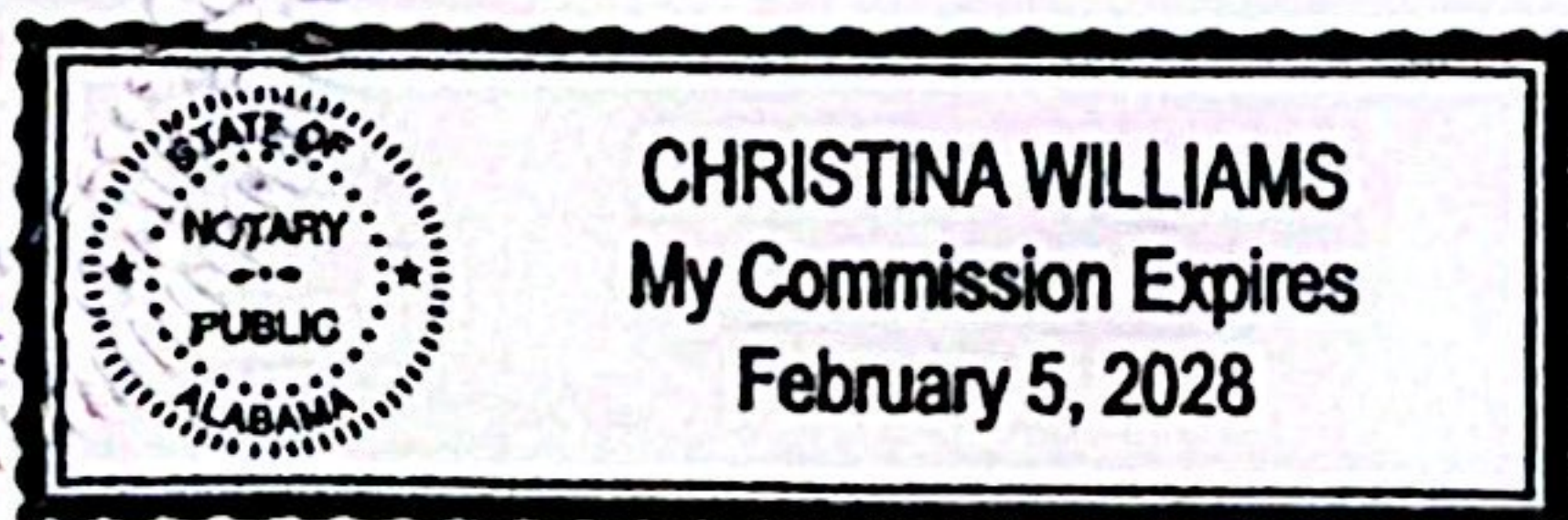


Regional Vice President of Volkert, Inc.

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.



Company ID Number: 105558

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

Company ID Number: 105558

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



Company ID Number: 105558

- 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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Company ID Number: 105558

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

Company ID Number: 105558

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,



Company ID Number: 105558

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: 105558

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

Company ID Number: 105558

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)



Company ID Number: 105558

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



Company ID Number: 105558

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
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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		
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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: club car

Year: 2017

Model: Transporter

Make: "

Year: 2017

Model: villager

Make: club car

Year: 2014

Model: train

Make: Taylor Dunn

Year: _____

Model: _____

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



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: *C. Knight*

DATE: *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: February 3, 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. Phase One landscaping_Gateway Initiative
3. COOPERATIVE AGREEMENT FOR MAINTENANCE OF RANGELINE ROAD - SW Chamber of Commerce 2026-01-29

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Ben Reynolds

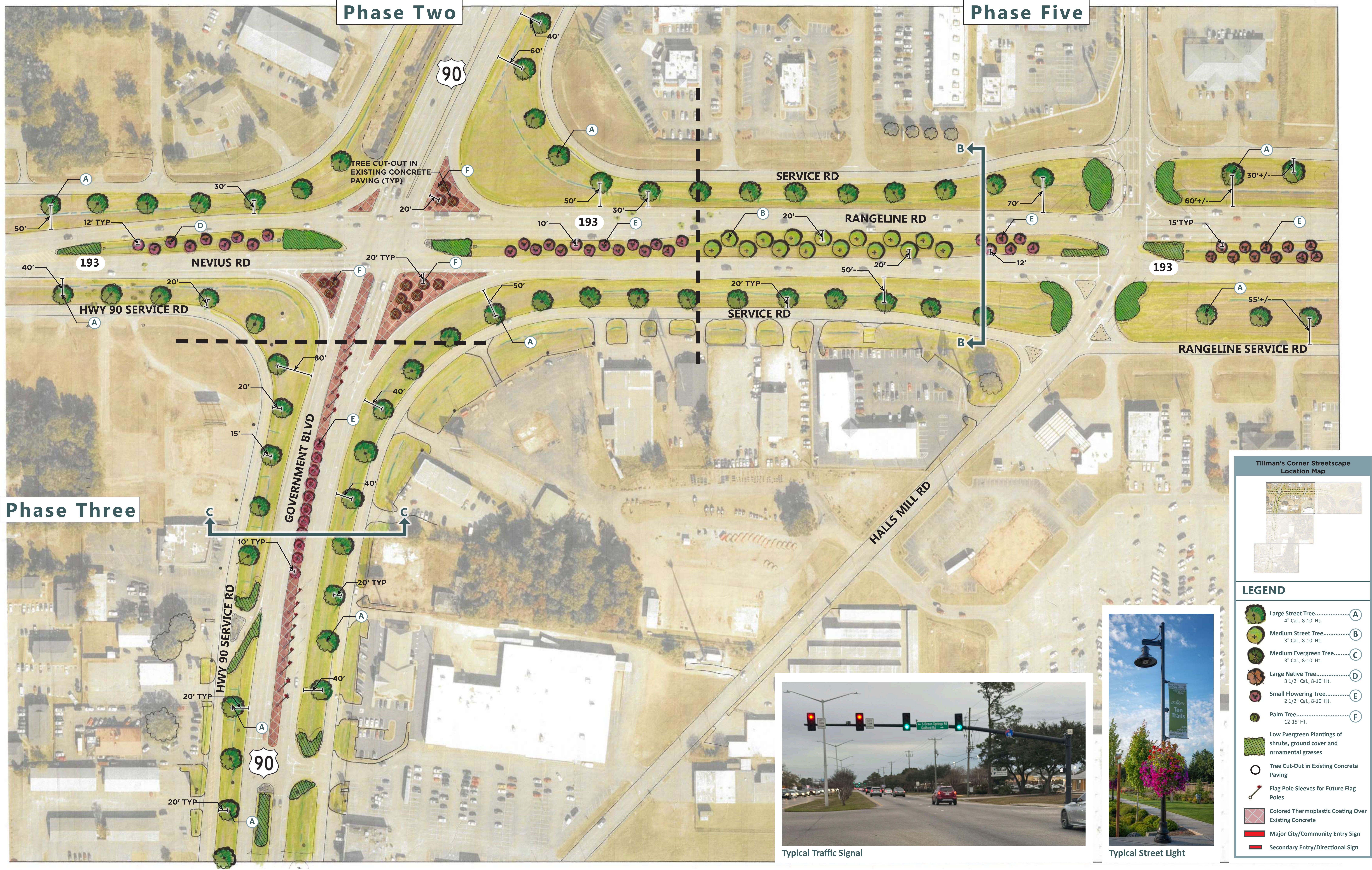
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Cooperative Agreement for maintenance of Rangeline Road between the City of Mobile 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



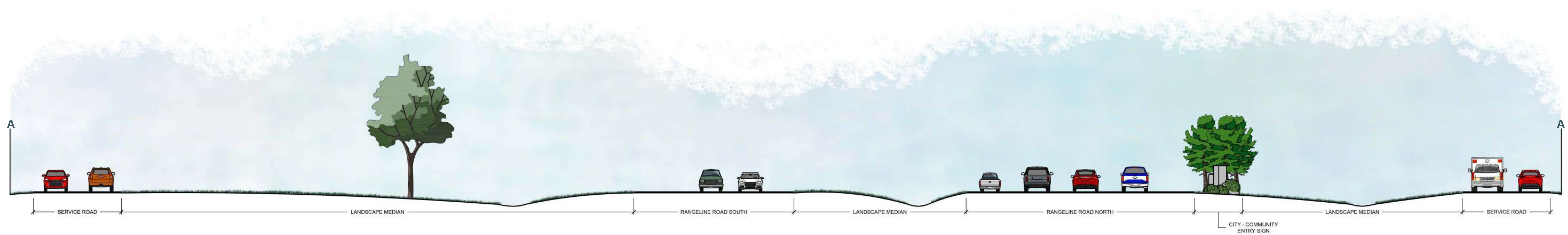
Tillman's Corner Streetscape - Mobile, Alabama



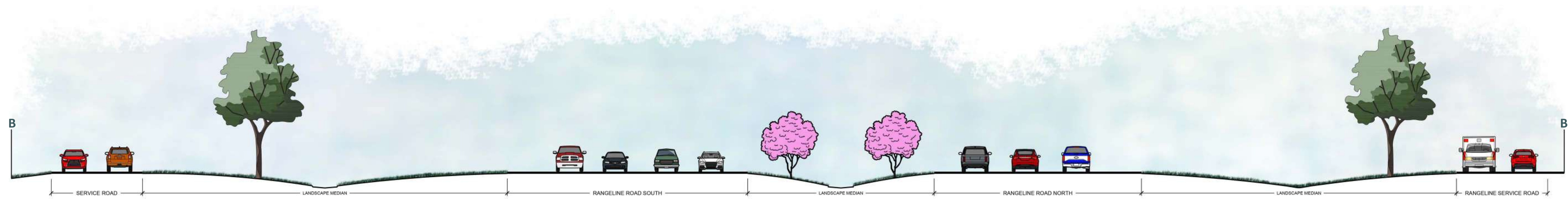
Tillman's Corner Streetscape - Mobile, Alabama



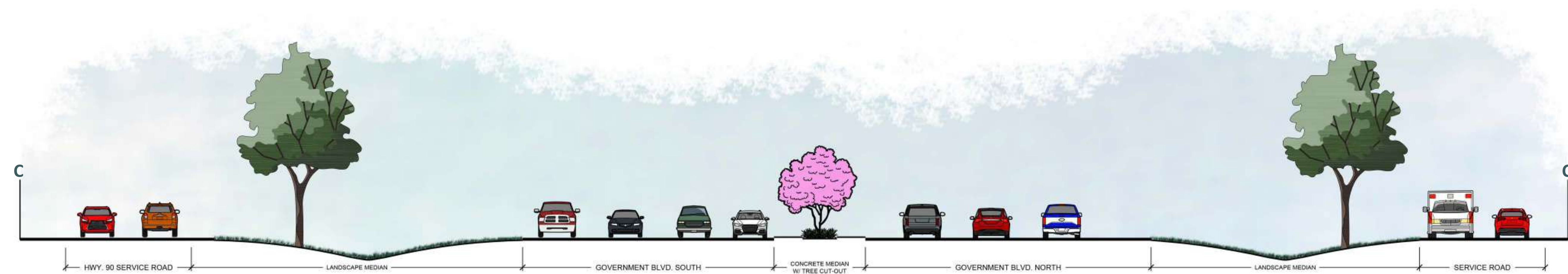
Tillman's Corner Streetscape - Mobile, Alabama



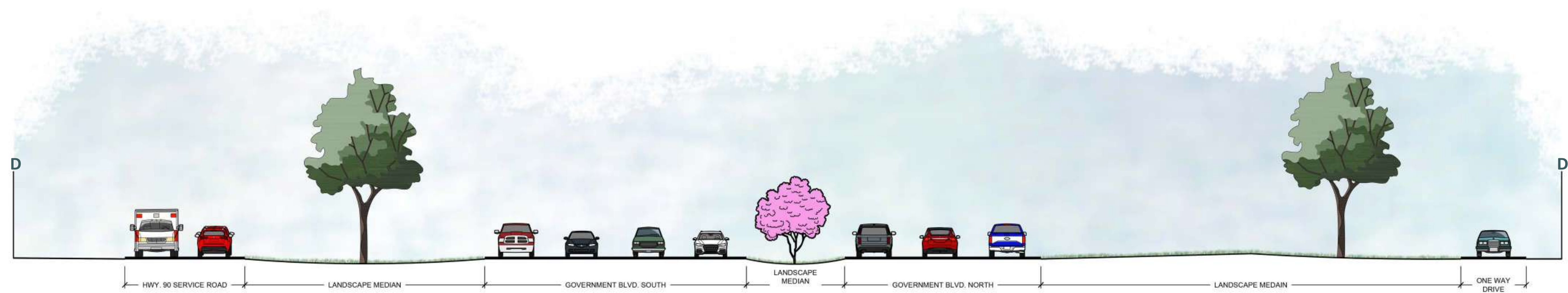
Section A Rangline Road



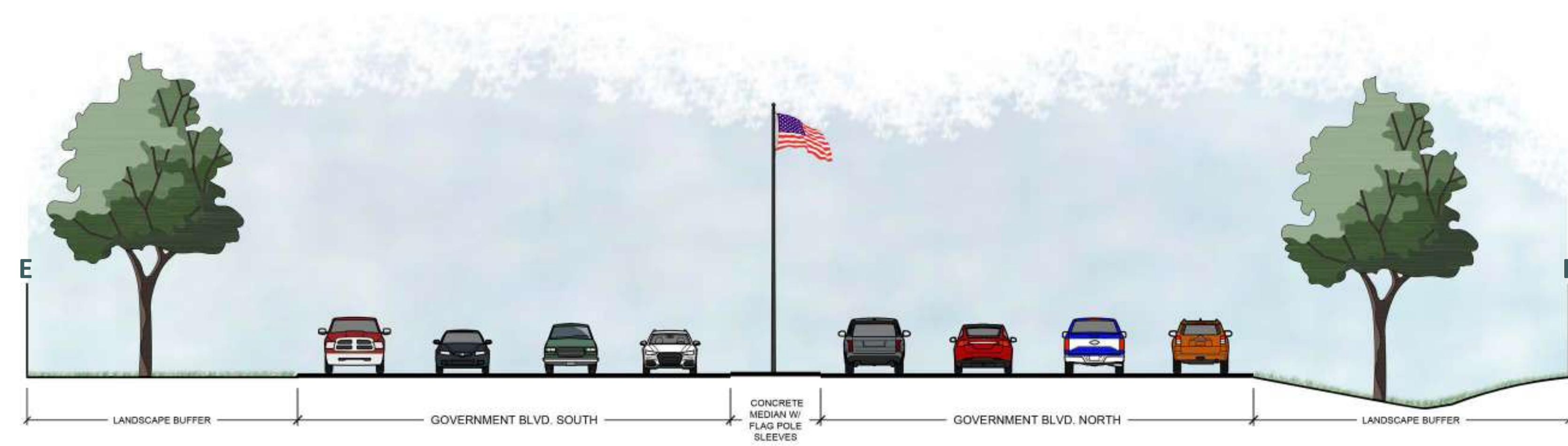
Section B Rangline Road



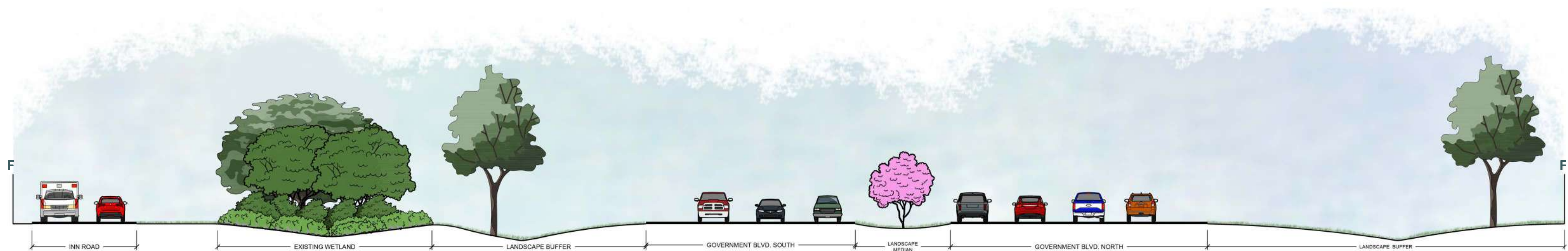
Section C - Government Blvd. - U.S. Hwy. 90



Section D - Government Blvd. - U.S. Hwy. 90



Section E - Government Blvd. - U.S. Hwy. 90



Section F - Government Blvd. - U.S. Hwy. 90

COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND THE SOUTHWEST 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 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 and U.S. Highway 90 within Tillmans Corner and U.S. Highway 90 within Tillmans Corner within 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 and U.S. Highway 90 within Tillmans Corner, known as the *Gateway Initiative*, and as shown in all phases 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 and U.S. Highway 90 within Tillmans Corner (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 and U.S. Highway 90 within Tillmans Corner, 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 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.

3.2 The Chamber shall not perform:

- Construction activities outside the scope reflected in 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
5055 Carol Plantation Road
Mobile, AL 36619

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 actions 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURES

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, A Municipal Corporation

BY _____
Spiro N. Cheriogotis
Its Mayor

ATTEST:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 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. Phase One landscaping_Gateway Initiative
3. COOPERATIVE AGREEMENT FOR INCREASED MAINTENANCE OF RANGELINE ROAD - ALDOT 2026-01-29

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Ben Reynolds

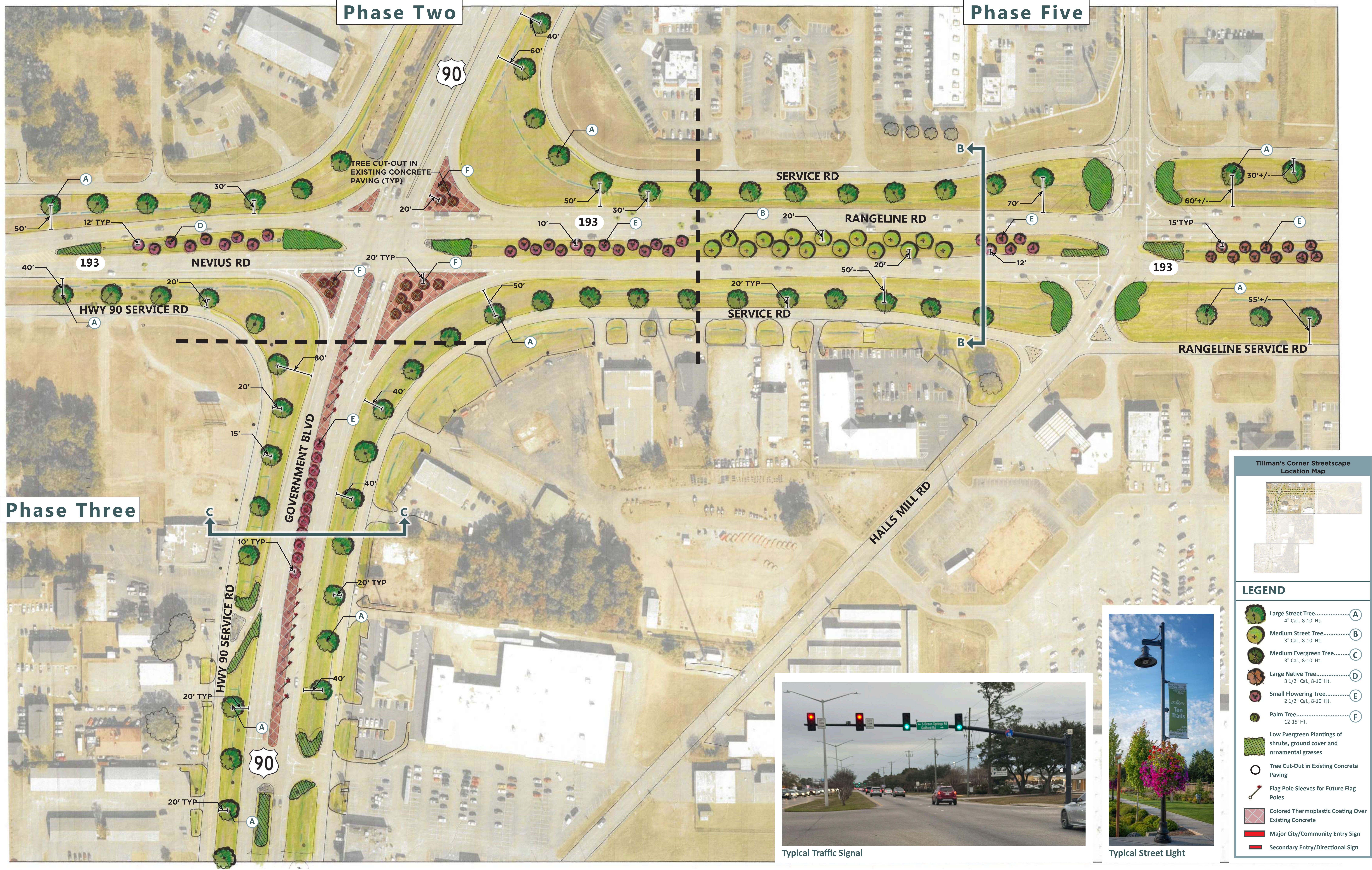
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Cooperative Agreement for increased maintenance of Rangeline Road between the City 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



Tillman's Corner Streetscape - Mobile, Alabama



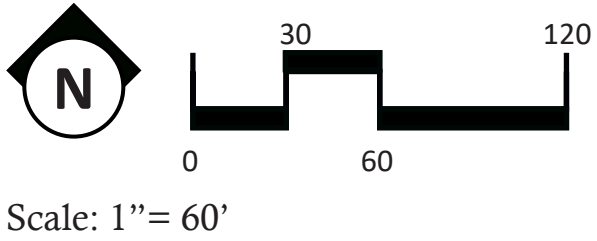
Tillman's Corner Streetscape - Mobile, Alabama

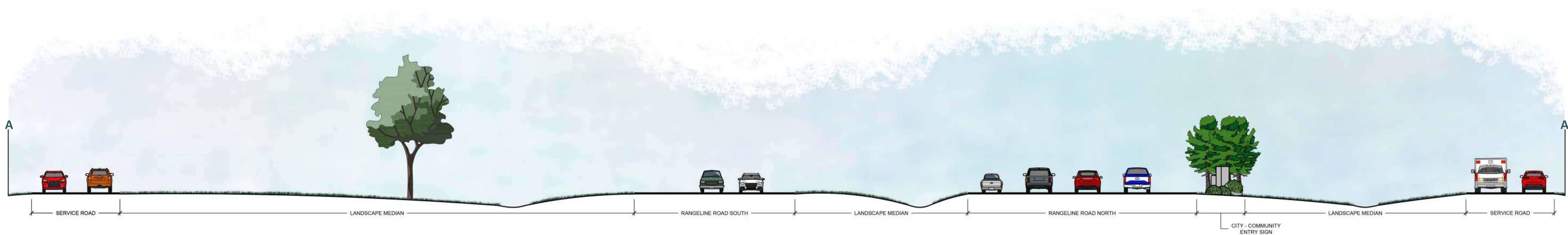


Tillman's Corner Streetscape - Mobile, Alabama

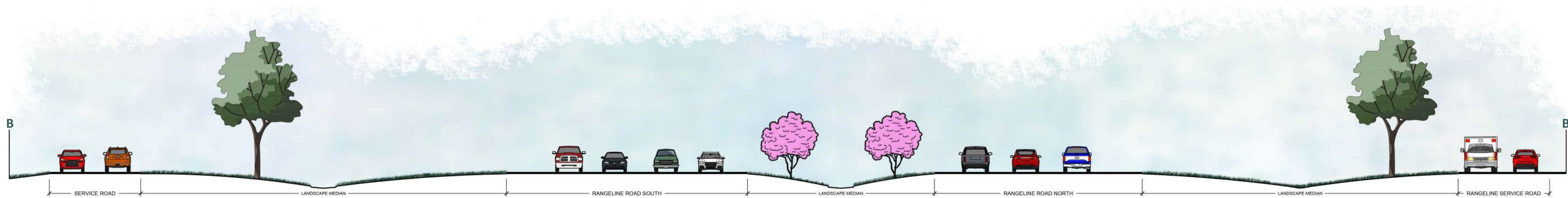


Tillman's Corner Streetscape - Mobile, Alabama

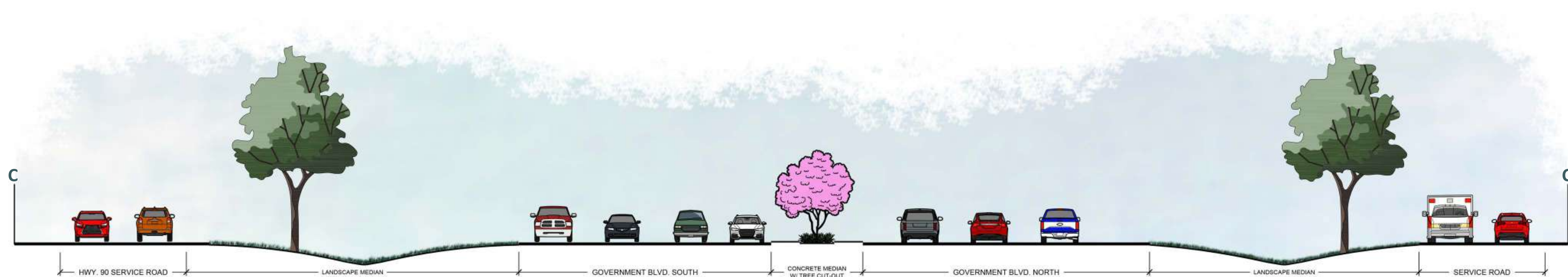




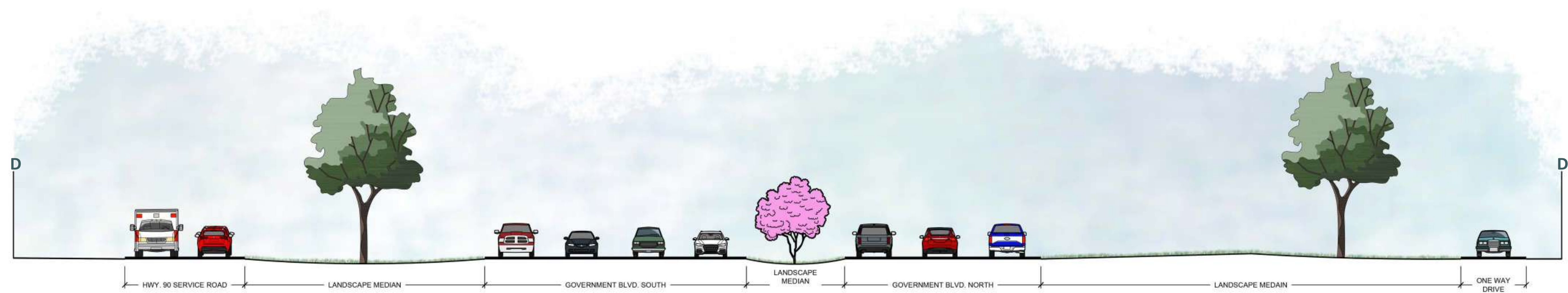
Section A Rangline Road



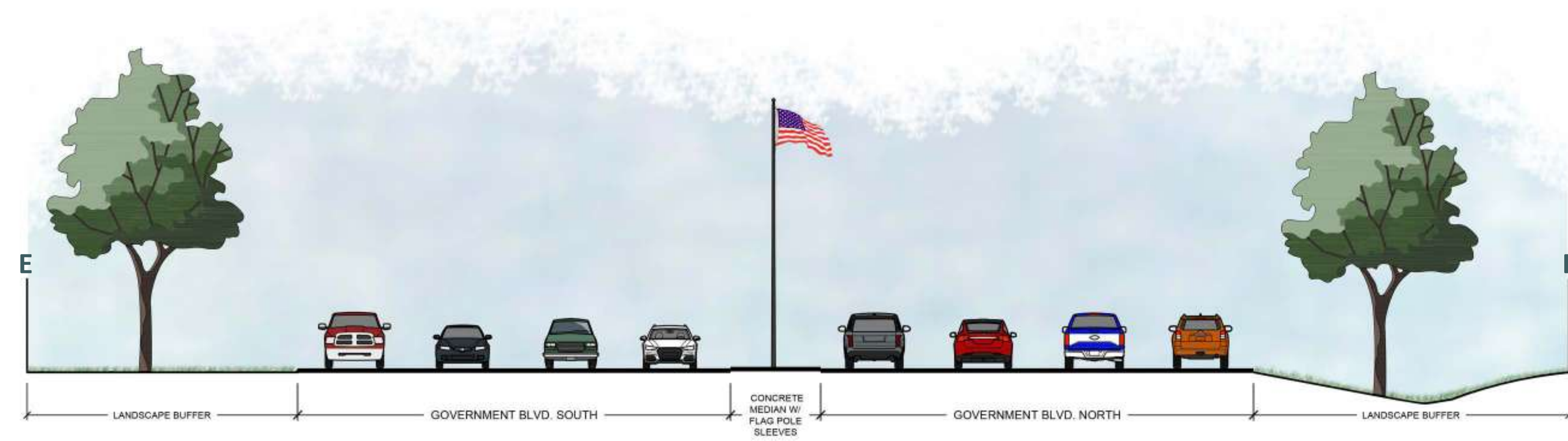
Section B Rangline Road



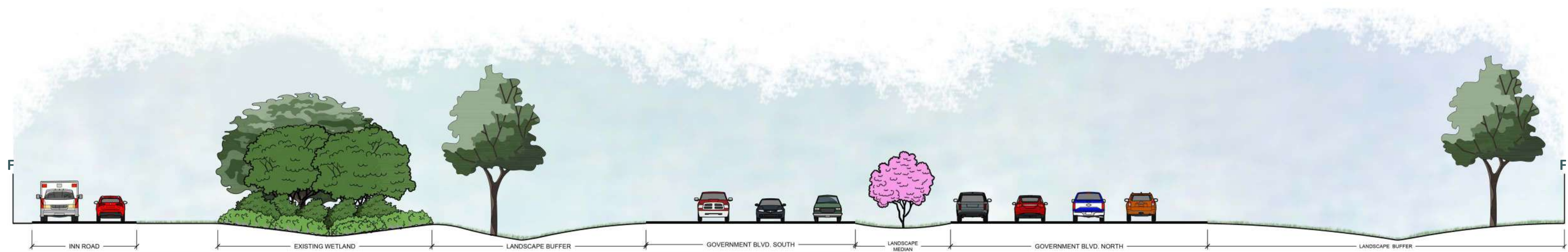
Section C - Government Blvd. - U.S. Hwy. 90



Section D - Government Blvd. - U.S. Hwy. 90



Section E - Government Blvd. - U.S. Hwy. 90



Section F - Government Blvd. - U.S. Hwy. 90

**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 and U.S. Highway 90 within Tillmans Corner, located in Mobile County, Alabama;

WHEREAS, Rangeline Road and U.S. Highway 90 within Tillmans Corner 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 and U.S. Highway 90 within Tillmans Corner, known as the *Gateway Initiative* and as shown in all phases 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 and U.S. Highway 90 within Tillmans Corner, located within the City of Mobile, Alabama, along ALDOT Route No. [REDACTED], between approximate

mileposts [REDACTED] to [REDACTED], 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 and U.S. Highway 90 within Tillmans Corner 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;
- The beautification measures noted in 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.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions or understandings.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURES

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

RESOLUTION

Sponsored by: Councilmember Beau Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Carolyn Greene is re-appointed to the Advisory Commission on the
Disabled effective immediately for a term ending February 3, 2028.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

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

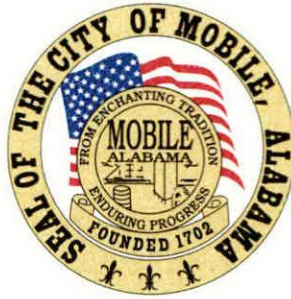
Type of application: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: MMA 25, Inc.

Location: Metro Petro 1
2150 Old Shell Road
Mobile, AL 36607

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/17/2025	TRANSFER - OWNERSHIP	2026 - 5766	133372	1	February 3, 2026

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MAA 25 INC

Trade Name (DBA)

METRO PETRO 1

Location Address

2150 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/17/2025	TRANSFER - OWNERSHIP	2026 - 5766	133372	1	February 3, 2026

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MAA 25 INC

Trade Name (DBA)

METRO PETRO 1

Location Address

2150 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 11/17/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2026 - 5766	License Account # 133372	Council District 1	Council Agenda Date February 3, 2026
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name MAA 25 INC			Trade Name (DBA) METRO PETRO 1		
Business Structure Type CORP - CORPORATION		Incorporation Date 10/16/2025	SOS Entity ID 001-215-888	State AL	County BALDWIN
Federal Tax ID (FEIN) 39-4926880	Alabama State Sales Tax ID R012716421	Business Phone Number			
Physical Address (Street Address, Suite #) 2150 OLD SHELL RD		City MOBILE	State AL	Zip Code 36607	
Mailing Address (Street Address, Suite #, PO Box) 2150 OLD SHELL RD		City MOBILE	State AL	Zip Code 36607	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name DHAVAL PATEL	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name ALIBABA 22 INC			Trade Name (DBA) B P GAS STATION		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 011988749	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name RIDDHI 84 LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 8805 BROADERICK ST			City MONTGOMERY	State AL	Zip Code 36117
Bldg Square Footage 3,000	Bldg Seating Capacity 16	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/17/2025	TRANSFER - OWNERSHIP	2026 - 5766	133372	1	February 3, 2026

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MAA 25 INC

Trade Name (DBA)

METRO PETRO 1

Location Address

2150 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

Contact Person Information				
Name	Title	POA	Phone	Email
DHAVAL PATEL	OWNER			-

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

What is/was the start date of this business? 11/18/2025

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

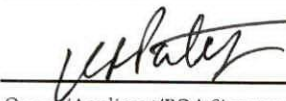
 Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant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

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

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

Owner/Applicant/POA Printed Name DHARVAL PATEL

Date of Application Signature 01/27/26


Owner/Applicant/POA Signature

OWNER
Title of Person Signing this Application

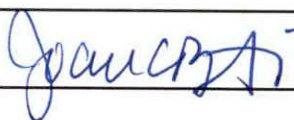
Sworn to and subscribed before me this 27th day of January 2026

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

Joan Bratkiewicz



9/8/26

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

MAA 25 INC

dba

METRO PETRO 1

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

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

2150 OLD SHELL RD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **February 10, 2026** for application number **2026 - 5766**

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



Applicant/POA Signature

Tara Harris

Revenue Department Representative



NOTICE!

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MAA 25 INC

Trade Name (DBA)

METRO PETRO 1

Location Address

2150 OLD SHELL RD

Zip Code

36607

Application Number

2026 - 5766

Notice Post Date @ Location

11/17/2025

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

February 3, 2026

Date

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

Tara Harris

Applicant/POA Signature

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251219105645287

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 990 - TOBACCO ONLY State: County:

Trade Name: **METRO PETRO 1**

Filing Fee:

Applicant: **MAA 25 INC**

Transfer Fee: \$100.00

Location Address: 2150 OLD SHELL RD MOBILE, AL 36607

Mailing Address: 2150 OLD SHELL RD MOBILE, AL 36607

County: MOBILE Tobacco sales: YES Tobacco Vending Machines:

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-215-888

Do you sell Draft Beer?:

Date Incorporated: 10/16/2025 State incorporated: AL County Incorporated: BALDWIN

Date of Authority:

Federal Tax ID: 39-4926880

Alabama State Sales Tax ID: R012716421

Name:	Title:	Date and Place of Birth:	Residence Address:
DHAVAL R PATEL -	Incorporated:10/16/2025		Authority:10/16/2025
MAULIKKUMAR BABUBHAI PATEL -	Incorporated:10/16/2025		Authority:10/16/2025

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

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

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

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

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

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

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

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

Contact Person: DHAVAL PATEL

Business Phone:

Fax:

PREVIOUS LICENSE INFORMATION:

Trade Name: B P GAS STATION

Applicant: ALIBABA 22 INC

Previous License Number(s)

License 1: 011988749

License 2: 011988749



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251219105645287

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **RIDDHI 84 LLC 334-221-6818**
What is lessors primary business? **REAL ESTATES & RETAILS**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**
Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **3000** Display Square Footage:
Building seating capacity: **16** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20251219105645287



Initial each

Signature page

☐

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

☐

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

☐

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

☐ N/A

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

☐ N/A

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

☐

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

☐

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

☐

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

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

☐

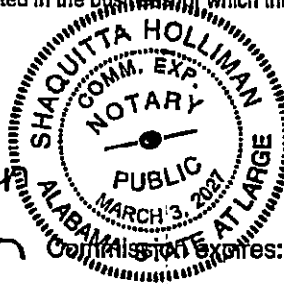
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **DHARAL PATEL**

Signature of Applicant: *[Signature]*

Notary Name (print): **Shaquitta Holliman**

Notary Signature: *Shaquitta Holliman*



Commission Expires: **3 March 2027**

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251219105645287

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OWN AND OPERATES OTHER RETAIL LOCATIONS

What is the applicant(s) primary source of funding?: PERSONAL



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20251219105645287



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

ALIBABA 22 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone: _____

NEW APPLICANT:

MAA 25 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone: _____

Current License No: 011988749

011988749

LICENSED PREMISES ADDRESS: 2150 OLD SHELL RD MOBILE, AL 36607

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this 23rd day of December, 2025

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

R. D. Patel
Print Name: Rishi Patel
Title: Owner

Print Name:
Title:

WITNESS: (By ABC Enforcement)
Revised 9/08

Rishi Patel





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20251219105645287



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
ALIBABA 22 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone

NEW APPLICANT:
MAA 25 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone

Current License No: 011988749
011988749

LICENSED PREMISES ADDRESS: 2150 OLD SHELL RD MOBILE, AL 36607

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The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 26th day of December, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name:
Title:

Print Name: DHAVAL PATEL
Title: OWNER

WITNESS: (By ABC Enforcement)
Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: **20251219105645287**
Application Payment Confirmation Number: **114918988**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 990	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

License Type 2: 990 - TOBACCO ONLY

License County: MOBILE

Business Type: CORPORATION

Trade Name: **METRO PETRO 1**

Applicant Name: **MAA 25 INC**

Location Address: 2150 OLD SHELL RD
MOBILE, AL 36607

Mailing Address: 2150 OLD SHELL RD
MOBILE, AL 36607

Contact Person: **DHAVAI DATEI**

Contact Home Phone: 2

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251219110139330

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Type License: State: County:

Trade Name: **METRO PETRO 1**

Filing Fee:

Applicant: **MAA 25 INC**

Transfer Fee: \$50.00

Location Address: 2150 OLD SHELL RD MOBILE, AL 36607

Mailing Address: 2150 OLD SHELL RD MOBILE, AL 36607

County: MOBILE Tobacco sales: YES Tobacco Vending Machines:

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-215-888

Do you sell Draft Beer?:

Date Incorporated: 10/16/2025 State incorporated: AL County Incorporated: BALDWIN

Date of Authority:

Federal Tax ID: 39-4926880

Alabama State Sales Tax ID: R012716421

Name:	Title:	Date and Place of Birth:	Residence Address:
DHAVAL R PATEL			
-	Incorporated:10/16/2025		Authority:10/16/2025
AL, BALDWIN			
MAULIKKUMAR BABUBHAI PATEL			
-	Incorporated:10/16/2025		Authority:10/16/2025
AL, BALDWIN			

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

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

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

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

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

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

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

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

Contact Person: DHAVAL R PATEL

Business Phone: _

Fax:

PREVIOUS LICENSE INFORMATION:

Trade Name: B P GAS STATION

Applicant: ALIBABA 22 INC

Previous License Number(s)

License 1: 011988749

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251219110139330

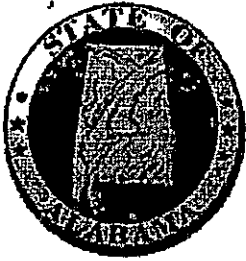
If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **RIDDHI 84 LLC 334-221-6818**
What is lessors primary business? **REAL ESTATES & RETAILS**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**
Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **3000** Display Square Footage:
Building seating capacity: **16** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251219110139330



Initial each

☒ ☐

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

☒ ☐

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

☒ ☐

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

☒ N/A

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

☒ N/A

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

☒ ☐

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

☒ ☐

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

☒ ☐

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

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

☒ ☐

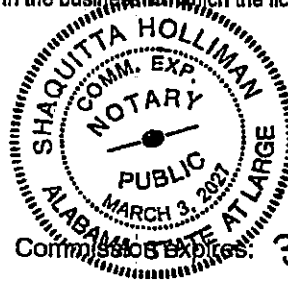
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): DHARVAL PATEL

Signature of Applicant: [Signature]

Notary Name (print): Shaquitta Holliman

Notary Signature: Shaquitta Holliman



Commission Expires: 3 March 2027

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251219110139330



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OWN AND OPERATES OTHER RETAIL LOCATIONS

What is the applicant(s) primary source of funding?: PERSONAL



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20251219110139330



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
ALIBABA 22 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone

NEW APPLICANT:
MAA 25 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone

Current License No: 011988749

LICENSED PREMISES ADDRESS: 2150 OLD SHELL RD MOBILE, AL 36607

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 23rd day of December, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

R. Patel
Print Name: Rushi Patel
Title: Owner

Print Name:
Title:

WITNESS: (By ABC Enforcement)
Revised 9/08

D. S. Sweeney





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20251219110139330



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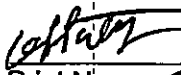
THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 26 day of December, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: _____
Title: _____


Print Name: DHAVAL PATEL
Title: OWNER

WITNESS: (By ABC Enforcement) _____
Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: **20251219110139330**
Application Payment Confirmation Number: **114919048**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 070	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License Type 2:

License County: MOBILE

Business Type: CORPORATION

Trade Name: METRO PETRO 1

Applicant Name: MAA 25 INC

Location Address: 2150 OLD SHELL RD
MOBILE, AL 36607

Mailing Address: 2150 OLD SHELL RD
MOBILE, AL 36607

Contact Person: DHAVAL R PATEL

Contact Home Phone

Contact Business Phone

Contact Fax:

Contact Cell Phone

Contact Email Address:

Contact Web Address:

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

MAA 25 INC

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

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

2150 OLD SHELL RD MOBILE, AL 36607

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

4. The name of the registered agent (only one agent): DHAVAL PATEL

Street (**No PO Boxes**) address of registered office (**must be located in Alabama**): _____

***COUNTY** of above address: BALDWIN

Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-215-888	D/C
Date	10/16/2025
Time	21:22:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

GAS STATION AND CONVENIENCE STORE _____;

the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 100 _____ Par Value 10.00 _____
(optional)

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

8. The name(s) of the Incorporator(s): See attached _____

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

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

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

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

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

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

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

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

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

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

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

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

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

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

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

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

10 / 16 / 2025

Date (MM/DD/YYYY)

DHAVAL PATEL

Signature as required by 10A-2A-1.20

PRESIDENT

Title

Additional Details

Incorporators		
Incorporator	Street Address	Mailing Address
DHAVAL PATEL		
MAULIKKUMAR PATEL		

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

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

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

MAA 25 INC

This name reservation is for the exclusive use of DHAVAL PATEL, 3810 S
MCKENZIE ST, FOLEY, AL 36535 for a period of one year beginning October
16, 2025 and expiring October 16, 2026



RES248179

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

October 16, 2025

Date

A handwritten signature in black ink, appearing to read 'Wes Allen'.

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-16-2025

Employer Identification Number:
39-4926880

Form: SS-4

Number of this notice: CP 575 A

MAA 25 INC
METRO PETRO 1
2150 OLD SHELL RD
MOBILE, AL 36607

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4926880. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION: If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have

requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efileproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is MAA2. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



2026
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

MAA 25 INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012716421	11/1/2025	12/31/2026

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

NON-TRANSFERABLE

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

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2150 OLD SHELL RD MOBILE AL 36607-3243



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **MAA 25 INC**

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

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

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

Sworn to and subscribed before me this 12 day of JANUARY 2026

Notary Printed Name Shaquitta Holliman	Notary Signature <i>Shaquitta Holliman</i>	My (Notary) Commission Expires 3 March 2027
--	---	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

RIDDHI PATEL

DHAVAL PATEL

Owner of Property (Signature)

Applicant Name (Signature)

R. I. Patel

D. Patel

Street Address

Street Address

8805 BROADERICK ST.,

2150 OLD SHELL ROAD

City, State, Zip

City, State, Zip

MONTGOMERY AL 36117

MOBILE AL 36607

Date Agreement Signed

Date Agreement Signed



COMMERCIAL LEASE

This Lease is made between Riddhi 84 LLC ("Lessor"), and MAA 25 INC ("Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of _____, State of California, with a common address of 2150 Old Shell Rd, Mobile AL 36607 (the "Real Property"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

TERMS AND CONDITIONS

1. **Term and Rent.** Lessor leases to Lessee the above Real Property for a term of Twenty years, commencing November 15th 2015, and terminating on November 14th 2045, or sooner as provided herein at the annual rental of Seventy two Thousands Dollars (\$ 72,000), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below.

2. **Option to Renew.** Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one (or, if more than one option period given, insert number here _____) additional term(s) of _____ months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____ (subject to the restrictions of paragraph 4, below). The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the prior Lease term. (If no other time is inserted, notice shall be given ninety (90) days prior to the expiration of the prior lease term). If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

3. **Use.** Tenant shall use and occupy the Real Property for the commercial purpose of Convenience store & Gas Station. The Real Property shall be used for no other purpose.

4. **SBA Provisions.** If this Lease is executed by a Lessor and/or Tenant, who are participating in the U.S. Small Business Administration 504 Loan Program, then the parties hereto agree and acknowledge that this Lease shall be construed to comply with the requirements of such program including, but not limited to, those found in Title 13 of the Code of Federal Regulations, the SBA Standard Operating Procedures 50-10 and all other relevant statutes laws, codes, regulations and procedures. Without limiting the applicability of all relevant law, the following conditions shall apply:

- (1) The Tenant shall lease from Lessor all of the Real Property;
- (2) This Lease shall be junior and subordinate to any and all deeds of trust in favor of the SBA which relate to the Real Property;
- (3) The annual rent hereunder shall not exceed the annual payments on the deed of trust in favor of the SBA secured by the Real Property, annual payments of deeds of trust senior to such SBA deed of trust, taxes, insurance and maintenance.
- (4) This Lease shall be assigned, for collateral purposes, to the SBA.
- (5) The term of this Lease shall not expire prior to the maturity date of the subject SBA 504 Loan. Provided, the Lease term may include options to renew the Lease, so long as the options are exercisable solely by the Tenant.
- (6) Any leases of the Real Property other than to the Tenant shall be between the Tenant and the third party subtenant.

5. **Care and Maintenance of Real Property.** Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Real Property in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

(Check here if this provision applies.) _____ Tenant shall be responsible for all repairs required, excepting the roof, exterior walls,

structural foundations, and _____, which shall be maintained by Lessor. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

6. **Alterations.** Tenant shall not, without first obtaining the written consent of Lessor, make any alternations, additions, or improvements, in, to or about the Real Property.

7. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) now in force, or which may hereafter be in force, pertaining to the Real Property, occasioned by or affecting the use thereof by Tenant.

8. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet any portion of the Real Property without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting, without consent shall be void and, at the option of the Lessor, may terminate this Lease.

9. **Utilities.** All applications and connections for necessary utility services on the Real Property shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

10. **Entry and Inspection.** Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.

11. **Possession.** If Lessor is unable to deliver possession of the Real Property at the commencement hereof, Lessor shall not be liable for any damage caused thereby nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within one hundred twenty days of the commencement of the term hereof.

12. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.

13. **Insurance.** Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Lessor with minimum coverage as follows:

Tenant shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Tenant, Tenant and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. **Eminent Domain.** If the Real Property or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Real Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

15. **Destruction of Real Property.** In the event of a partial destruction of the Real Property during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent

proportionately abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

16. Lessor's Remedies on Default. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within _____ (this shall be fifteen, if no other number is filled in) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such _____ (this shall be fifteen, if no other number is filled in) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate Lessor for all detrimental proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease

17. Security Deposit. Tenant shall deposit with Lessor on the signing of this Lease the sum of _____ Dollars (\$) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Real Property to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

18. Tax Increase. In the event there is any increase during any year of the term of this Lease in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building on which the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. All such tax obligations of Lessee hereunder shall be added to and become a part of the rent paid under this Lease.

19. Common Area Expenses. In the event the Real Property is situated in a shopping center, a commercial building or other complex in which there are common areas, Tenant agrees to pay Tenant's pro-rata share of maintenance, taxes, and insurance for the common area. All such obligations of Tenant hereafter shall be added to and become a part of the rent paid under this Lease.

20. Attorney's Fees. In case suit should be brought for recovery of the Real Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Real Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Tenant at the Real Property (or at the address indicated below), or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.

23. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest

of the parties.

24. Subordination. This Lease is and shall be subordinated to all existing and future liens, mortgages, deeds of trust, ground leases, hypothecations, security devices and encumbrances ("Security Instruments") against the Real Property now or hereafter placed upon the Real Property, to any and all advances made under any of said Security Instruments. Tenant covenants and agrees to execute and deliver, upon demand, those instruments reasonably necessary to effect such subordination. **Self-executing:** The agreements contained in this Paragraph shall be effective without the execution of any further documents; the power given herein is coupled with an interest and is irrevocable. Provided, that upon written request from a Lender or Lessor in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or other relevant terms provided for herein.

25. Time of Essence. Time is of the essence in the performance of this Agreement.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Signed this 15th day of November, 2025.

LESSOR: Riddhi 84 LLC Tenant: MAA 25 INC.

By: R. I. Patel By: [Signature]

Riddhi Patel / owner DHAVAL PATEL / OWNER
(Print Name and Title) (Print Name and Title)

Address Address (if different than Real Property address)



Shaquitta Holliman

C:\WPFILES\C D C\CLOSING\FORMS\WORKBOOK DOCUMENTS\REAL PROPERTY\COMMERCIAL LEASE FOR EPC.DOC

COMMERCIAL LEASE

This Lease is made between Riddhi 84 LLC ("Lessor"), and MAA 25 INC ("Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of _____, State of California, with a common address of 2150 old shell Rd, Mobile AL 36607, (the "Real Property"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

TERMS AND CONDITIONS

1. **Term and Rent.** Lessor leases to Lessee the above Real Property for a term of Twenty years, commencing November 1st 2015, and terminating on November 1st 2045, or sooner as provided herein at the annual rental of Seventy two Thousands Dollars (\$ 72 000), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below.

2. **Option to Renew.** Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one (or, if more than one option period given, insert number here _____) additional term(s) of _____ months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____ (subject to the restrictions of paragraph 4, below). The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the prior Lease term. (If no other time is inserted, notice shall be given ninety (90) days prior to the expiration of the prior lease term). If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

3. **Use.** Tenant shall use and occupy the Real Property for the commercial purpose of Convenience store. The Real Property shall be used for no other purpose.
4 Gray Station

4. **SBA Provisions.** If this Lease is executed by a Lessor and/or Tenant, who are participating in the U.S. Small Business Administration 504 Loan Program, then the parties hereto agree and acknowledge that this Lease shall be construed to comply with the requirements of such program including, but not limited to, those found in Title 13 of the Code of Federal Regulations, the SBA Standard Operating Procedures 50-10 and all other relevant statutes laws, codes, regulations and procedures. Without limiting the applicability of all relevant law, the following conditions shall apply:

- (1) The Tenant shall lease from Lessor all of the Real Property;
- (2) This Lease shall be junior and subordinate to any and all deeds of trust in favor of the SBA which relate to the Real Property;
- (3) The annual rent hereunder shall not exceed the annual payments on the deed of trust in favor of the SBA secured by the Real Property, annual payments of deeds of trust senior to such SBA deed of trust, taxes, insurance and maintenance.
- (4) This Lease shall be assigned, for collateral purposes, to the SBA.
- (5) The term of this Lease shall not expire prior to the maturity date of the subject SBA 504 Loan. Provided, the Lease term may include options to renew the Lease, so long as the options are exercisable solely by the Tenant.
- (6) Any leases of the Real Property other than to the Tenant shall be between the Tenant and the third party subtenant.

5. **Care and Maintenance of Real Property.** Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Real Property in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

(Check here if this provision applies.) _____ Tenant shall be responsible for all repairs required, excepting the roof, exterior walls,

structural foundations, and which shall be maintained by Lessor. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

6. **Alterations.** Tenant shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Real Property.

7. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) now in force, or which may hereafter be in force, pertaining to the Real Property, occasioned by or affecting the use thereof by Tenant.

8. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet any portion of the Real Property without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting, without consent shall be void and, at the option of the Lessor, may terminate this Lease.

9. **Utilities.** All applications and connections for necessary utility services on the Real Property shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

10. **Entry and Inspection.** Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.

11. **Possession.** If Lessor is unable to deliver possession of the Real Property at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within one hundred twenty days of the commencement of the term hereof.

12. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.

13. **Insurance.** Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Lessor with minimum coverage as follows:

Tenant shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Tenant, Tenant and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. **Eminent Domain.** If the Real Property or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Real Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

15. **Destruction of Real Property.** In the event of a partial destruction of the Real Property during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent

proportionately abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

16. Lessor's Remedies on Default. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within _____ (this shall be fifteen, if no other number is filled in) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such _____ (this shall be fifteen, if no other number is filled in) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate Lessor for all detrimental proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease

17. Security Deposit. Tenant shall deposit with Lessor on the signing of this Lease the sum of _____ Dollars (\$) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Real Property to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

18. Tax Increase. In the event there is any increase during any year of the term of this Lease in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building on which the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. All such tax obligations of Lessee hereunder shall be added to and become a part of the rent paid under this Lease.

19. Common Area Expenses. In the event the Real Property is situated in a shopping center, a commercial building or other complex in which there are common areas, Tenant agrees to pay Tenant's pro-rata share of maintenance, taxes, and insurance for the common area. All such obligations of Tenant hereafter shall be added to and become a part of the rent paid under this Lease.

20. Attorney's Fees. In case suit should be brought for recovery of the Real Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Real Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Tenant at the Real Property (or at the address indicated below), or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.

23. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest

of the parties.

24. Subordination. This Lease is and shall be subordinated to all existing and future liens, mortgages, deeds of trust, ground leases, hypothecations, security devices and encumbrances ("Security Instruments") against the Real Property now or hereafter placed upon the Real Property, to any and all advances made under any of said Security Instruments. Tenant covenants and agrees to execute and deliver, upon demand, those instruments reasonably necessary to effect such subordination. **Self-executing:** The agreements contained in this Paragraph shall be effective without the execution of any further documents; the power given herein is coupled with an interest and is irrevocable. Provided, that upon written request from a Lender or Lessor in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or other relevant terms provided for herein.

25. Time of Essence. Time is of the essence in the performance of this Agreement.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Signed this 15th day of November, 2025.

LESSOR: Riddhi 84 LLC

Tenant: MAA 25 INC.

By: R. I. Patel

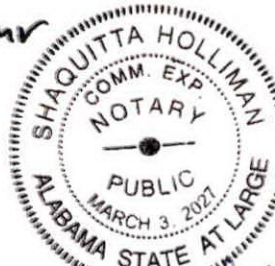
By: [Signature]

Riddhi Patel / owner
(Print Name and Title)

DHAVAL PATEL / OWNER
(Print Name and Title)

Address

Address (if different than Real Property address)



Shaquitta Holliman

C:\WPFILES\C D CLOSING\FORMS\WORKBOOK DOCUMENTS\REAL PROPERTY\COMMERCIAL LEASE FOR EPC.DOC

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A
9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 10-16-2025
EMPLOYER IDENTIFICATION NUMBER: 39-4926880
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

MAA 25 INC
METRO PETRO 1
2150 OLD SHELL RD
MOBILE, AL 36607



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

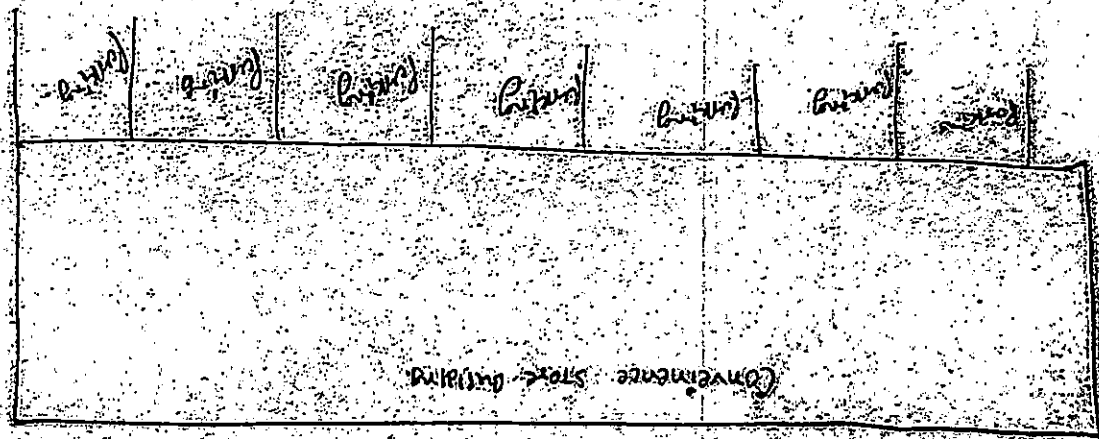
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name MAA 25 INC				Trade Name (DBA) METRO PETRO 1			
Company Physical Address (Street Address, Suite #) 2150 OLD SHELL ROAD				City MOBILE	State AL	Zip Code 36607	
Business Contact Person Information Name DHAVAL PATEL		Title OWNER	Phone	Email MAA25INC@GMAIL.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3,000	Parking Provided 7	Parking Required 10	Compliance ☒	Zoning B-2	Approved ☒		
Comments EXISTING CONVENIENCE STORES							
Print Name CALDWELL C. WHISTLER		Signature Caldwell c. whistler			Date 1-22-2026		

UPHAM ST. UPHAM ST. UPHAM ST.

1000

ART ROOM



MINISTRE OFFICE (RTP)



OLD STREET (RTP)



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-166385-2026

Issue Date: 01/15/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022907240003040.	2150 Old Shell Rd A	A

Business Name	Issued To	Zoning Districts
MAA 25 INC dba METRO PETRO 1	Name: DHAVAL PATEL Company: MAA 25 INC dba METRO PETRO 1 Address: 2150 Old Shell Rd STE G MOBILE, AL 36607 Phone:	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: _____

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

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

Type of application: Restaurant Retail Liquor License

Submitted by: Breakfast Spot Mobile, LLC

Location: The Breakfast Spot
119 Dauphin Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/29/2026	NEW APPLICATION	2025 - 5768	130433	2	February 10, 2026

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BREAKFAST SPOT MOBILE LLC

Trade Name (DBA)

THE BREAKFAST SPOT

Location Address

119 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

SAMANTHA INGRAM
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

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DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BREAKFAST SPOT MOBILE LLC

Trade Name (DBA)

THE BREAKFAST SPOT

Location Address

119 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 01/29/2026	Application Type NEW APPLICATION	Application Number 2025 - 5768	License Account # 130433	Council District 2	Council Agenda Date February 10, 2026
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name BREAKFAST SPOT MOBILE LLC			Trade Name (DBA) THE BREAKFAST SPOT		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/28/2024	SOS Entity ID 001-156-367	State AL	County MOBILE
Federal Tax ID (FEIN) 33-1234601	Alabama State Sales Tax ID R012259816		Business Phone Number		
Physical Address (Street Address, Suite #) 119 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) 119 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name DANIELLE J HOLLAND	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name DAVID NAMAN			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 204 DAUPHIN STREET			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 1,150	Bldg Seating Capacity 32	Restroom Facilities YES	Patio Area NO	Structure Type MULTI STORY	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> HOLLAND, DANIELLE JUANETTA		<u>Title</u> OWNER	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> HOLLAND, SUSAN YVETTE		<u>Title</u> MANAGER	<u>Date of Birth</u> 01/17/1960	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

[Handwritten Signature]

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

Owner/Applicant/POA Printed Name

Susan Holland POA

Owner/Applicant/POA Signature

Susan Holland POA

Date of Application Signature

1/29/26

Title of Person Signing this Application

POA

Sworn to and subscribed before me this

day of

20 **26**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

--	--	--



NOTICE!

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BREAKFAST SPOT MOBILE LLC

Trade Name (DBA)

THE BREAKFAST SPOT

Location Address

119 DAUPHIN STREET

Zip Code

36602

Application Number

2025 - 5768

Notice Post Date @ Location

01/29/2026

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

February 10, 2026

Date

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

A handwritten signature in black ink that reads "Justin Halland" followed by a stylized set of initials.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/29/2026	NEW APPLICATION	2025 - 5768	130433	2	February 10, 2026

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BREAKFAST SPOT MOBILE LLC

Trade Name (DBA)

THE BREAKFAST SPOT

Location Address

119 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	<u>POA</u>	<u>Phone</u>	<u>Email</u>
DANIELLE J HOLLAND	OWNER			

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

What is/was the start date of this business? 10/08/2024

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

BREAKFAST SPOT MOBILE LLC

dba

THE BREAKFAST SPOT

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

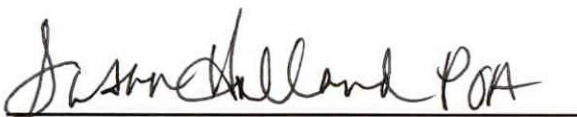
119 DAUPHIN STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

February 10, 2026 for application number **2025 - 5768**

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


Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260126131552588



Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00

County: \$300.00

Trade Name: THE BREAKFAST SPOT

Filing Fee: \$50.00

Applicant: BREAKFAST SPOT MOBILE LLC

Transfer Fee:

Location Address: 119 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 119 DAUPHIN ST MOBILE, AL 36602

County: MOBILE

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-156-367

Do you sell Draft Beer?:

Date Incorporated: 09/28/2024 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 09/28/2024

Federal Tax ID: 33-1234601

Alabama State Sales Tax ID: R012259816

Name:	Title:	Date and Place of Birth:	Residence Address:
DANIELLE JUANETTA HOLLAND	MEMBER		

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

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

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

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260126131552588



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

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

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

Contact Person: DANIELLE HOLLAND
Business Phon:
Fax:

Home Phone:
Cell Phone
E-mail: THEBREAKFASTSPOTMOBILE@GMAIL

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260126131552588



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

Name of Property owner/lessor and phone number: DAVID NAMAN 251-490-8504

What is lessors primary business? RETAIL

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

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

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 1150

Display Square Footage:

Building seating capacity: 32

Does Licensed premises include a patio area? NO

License Structure: MULTI STORY

License covers: BOTTOM FLOOR

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260126131552588



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
DANIELLE HOLLAND	DRIVING WITH SUSPENDED LICENSE 04/16/2013	MOBILE COUNTY SHERIFF	OVER 10 YEARS AGO
DANIELLE HOLLAND	NO INSURANCE AND DRIVING WITH LICENSE 11/13/2012	MOBILE COUNTY SHERIFF	OVER 10 YEARS AGO



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260126131552588



Initial each

☐ DH

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

☐ DH

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

☒ X

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

☒ X

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

☒ X

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

☐ DH

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

☐ DH

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

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

☐ DH

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

Applicant Name (print): Danielle Holland Notary Name (print): Sandy Durham

Signature of Applicant: Danielle Holland Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: 1/26/24 App. Inv. Completed:
 Submitted to Local Government:
 Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
 Received from Local Government:
 Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260126131552588



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name Breakfast Spot Mobile, LLC		Trade Name (DBA) The Breakfast Spot	
Company Physical Address (Street Address, Suite #) 119 Dauphin St		City Mobile	State AL
		Zip Code 36602	
Business Contact Person Information			
Name Danielle Howard	Title OWNER	Pho	
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage 1200	Parking Provided	Parking Required	Corr
Comments			
Print Name	Signature	Date	

Royal st

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Great
Festivals

Subway | A1.com

St Joseph



City of Mobile Alcoholic Beverage License Application Application Checklist

Before completing/submitting this application

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

Required Documentation **CHECKED boxes are REQUIRED**

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

Person Completing Application Printed Name	Date
Danielle Holland	1/16/2026
Person Completing Application Signature	Title
Danielle Holland	owner

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



**CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION**
CLEARLY PRINT OR TYPE ALL INFORMATION
ALL BOXES ARE REQUIRED TO BE COMPLETED

City of Mobile Revenue Department
PO Box 3065 Mobile AL 36652-3065
Phone 251.208.7462 / Fax 251.208.7954
Email revenue@cityofmobile.org

Internal Office Use Only							
Territory	Council Agenda Date	Application #	Account #	NAICS Code(s)	Bill Number(s)	Amount Due	Completed By
TJ		5768	130433				
Application Information							
Application Date	Application Type			New Owner Start Date		Transfer - ABC License?	
11/6/2024	☒ New Business ☐ New Owner ☐ Location Change					☒ No ☐ Yes	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply							
☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor							
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)							
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine							
☐ 140 - Special Events Retail ☐ 160 - Special Retail - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
If Transfer of ABC License, Previous Licensee Information							
Legal Business Name			Trade Name (DBA)		ABC License Number		Any ABC Pending Action(s)
							☐ No ☐ Yes
If Location Change, Previous Address (Street Address & Zip Code)							Relocation Date
Business Information							
Currently Operating by Applicant			If Yes, Start Date		If No, Anticipated Start Date		
☐ No ☒ Yes							
Description/Type							
☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other							
Structure			Entity ID		Incorp Date	State	County
☐ Sole Proprietorship ☒ Limited Liability Company ☐ Corporation			LLC		9/28/24	AL	Mobile
Legal Business Name					Trade Name (DBA - Doing Business As)		
Breakfast Spot Mobile, LLC					The Breakfast Spot		
Company Physical Address (Street Address, Suite #)					City	State	Zip Code
119 Dauphin St					Mobile	AL	36602
Mailing Address (Street Address, Suite #, PO Box)					City	State	Zip Code
119 Dauphin St					Mobile	AL	36602
Company - Phone Number		Federal Tax ID (EIN) - IRS		State of AL Tax ID Number			
251		2346001		RD12254816			
Business Owner Information							
Name			Title	Phone	Email		
Daniel Holland			Owner				
Land/Building Information							
Do you own or rent/lease the property? ☐ Own ☒ Rent/Lease					32		1200
Property Owner Name				Prop Owner Phone		Property Owner Email	
David Naman							
Property Owner Address				Property Owner City		Zip Code	
204 Dauphin St				Mobile		AL 36602	

Revision Date 10.23.2023

1 | Application

Business Information Continued					
Land/Building Information ... Does the location have ...					
☒ Yes ☐ No Fully equipped and operational kitchen		☐ Yes ☒ No Patio Area			
☐ Yes ☐ No Habitually and principally provide food to the public		☒ Yes ☐ No Restroom Facilities			
☐ Yes ☐ No Equipped with services and facilities for on premises consumption		☐ Yes ☒ No Primarily Operated as Package Store			
Building Structure Type			ABC License Covers		
☐ Single ☐ Shopping Center ☐ Hotel ☐ One Story ☐ Multi-Story			☐ Entire Structure ☐ Portion of ☐ Single Floor		
Owner(s), Officers or Partners (attach a separate sheet if necessary) *Copy of Drivers License must be provided*					
1. Full Name (Last, First Middle, Suffix)		Title		Date of Birth	
Holland, Danielle Tranah		Owner			
Social Security #		Drivers License (State & #)		Email	
Home Street Address					
Have you been charged (whether convicted or not) with any law violation(s) in the past ten (10) years? (use separate sheet if necessary)					
If Yes, Violation		Arresting Agency		Arrest Date	
☐ Yes ☒ No					
Do you have any existing State of Alabama ABC License(s) with any entity in your name? (use separate sheet if necessary)					
If Yes, Legal Business Name		Business Trade Name/DBA		Address (Street, City, Zip Code)	
☐ Yes ☒ No					
2. Full Name (Last, First Middle, Suffix)		Title		Date of Birth	
Social Security #		Drivers License (State & #)		Email	
Home Street Address		City		State	
				Zip Code	
Have you been charged (whether convicted or not) with any law violation(s) in the past ten (10) years? (use separate sheet if necessary)					
If Yes, Violation		Arresting Agency		Arrest Date	
☐ Yes ☐ No					
Do you have any existing State of Alabama ABC License(s) with any entity in your name? (use separate sheet if necessary)					
If Yes, Legal Business Name		Business Trade Name/DBA		Address (Street, City, Zip Code)	
☐ Yes ☐ No					
Power of Attorney (POA) Information *Copy of Drivers License must be provided*					
Full Name (Last, First Middle, Suffix)		Title		Date of Birth	
Holland, Susan Yvette		Manager			
Home Street Address		City		Contact Phone Number	
210 S Warren St		Mobile		(205) 366-0212	
☐ Yes ☒ No Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?					
☐ Yes ☒ No Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?					
☒ Yes ☐ No Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?					

Revision Date 10/23/2023



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Breakfast Spot Mobile

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

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

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

Sworn to and subscribed before me this 16th day of January 20 26

Notary Printed Name <u>Jennifer O. English</u>	Notary Signature <u>Jennifer O. English</u>	My (Notary) Commission Expires <u>May 5, 2029</u>
---	--	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

David Naman

Danielle Holland

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address

204 Dauphin St Mobile AL 36682

119 Dauphin St Mobile AL 36682

City, State, Zip

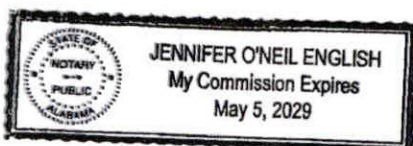
City, State, Zip

1/16/2026

1/16/2026

Date Agreement Signed

Date Agreement Signed





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

CERTIFICATION and SIGNATURE

DH

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

DH

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

DH

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

DH

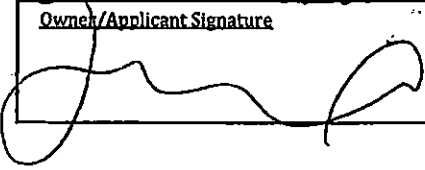
The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of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

DH

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

DH

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

Owner/Applicant Printed Name	Date
Danielle Holland	11/16/2026
Owner/Applicant Signature	Title
	OWNER

Alabama Limited Power of Attorney

I Danielle Holland (Principal's Name), with the social security number (SSN)

423 37 9511 do make, constitute, and appoint Susan Kette Holland

(hereinafter "Agent") to act on my behalf for the following specific matter(s):

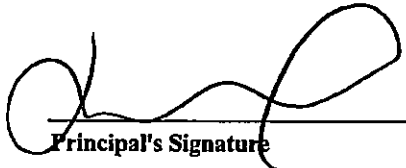
I understand that this Limited Power of Attorney will be in force for a period not to exceed N/A days from the date I signed this Limited Power of Attorney.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My agent agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my agent in their discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my agent until in receipt of actual notice of revocation.

Done this 16 day of January, 2024


Principal's Signature

Danielle Holland
Print Name

Daytime Telephone Number: (251) 217-0837

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Alabama
COUNTY OF Baldwin

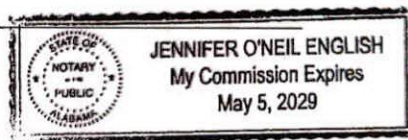
Before me, the undersigned authority, personally appeared Danielle Holland, who is known to me and who, upon being duly sworn, deposed and said that he/she has read the foregoing instrument, signed it voluntarily, and that it is true and correct to the best of his/her knowledge and belief.

Sworn to and Subscribed before me on this the 16th day of January, 2026.

(Affix Seal Here)

Jennifer O. English
Notary Public

My Commission Expires:



STATE OF ALABAMA)
COUNTY OF MOBILE)

PLEASE READ YOUR LEASE

DESCRIPTION

TERM

RENT

LATE CHARGE

POSSESSION

AGENCY
AND
COMMISSIONS

ALTERATIONS

ADDITIONAL
LESSEE'S DUTIES

THIS LEASE, made this 1st day of June 2024 by and between
1 David J. Nemon
2 of 204 Dauphin St Mobile, AL 36602 hereinafter
3 called "Lessor" of the one part, and
4 of N/A Ala, as agent, and Brent Fast Spot Mobile LLC and
5 Donnell J. Hillard Individually of 1192 Old Shell Rd
6 Mobile AL 36604 hereinafter called "Lessee," of the other part
7
8 WITNESSETH That the Lessor does hereby demise and let unto the Lessee the following described
9 real property in Mobile Mobile County, Alabama to wit
10
11 119 Dauphin St
12 "In its AS is Condition"
13
14
15
16
17 for continuous use and occupancy by the Lessee as Restaurant.
18 and for no other different use or purpose, for and
19 during the term of 2 Years beginning on the 1st day
20 of June 2024, and ending on the 31st day of May 2026
21 IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or said agent,
22 at the office of said agent as fixed minimum rent for said premises for the whole term hereunder, the
23 sum of Sixty Four Thousand Eight Hundred & 00/100
24 (\$ 64,800.00) Dollars, which said sum is payable in the amount and manner, and for the
25 rental period, hereinafter set forth.
26 By 24 Monthly Payments of \$2700.00 Per month, Due on the 1st of June 2024
27 and on the 1st Day of Each Month Thereafter.
28
29 Lessee May use the 1st Floor and Mezzanine Area only. 2nd Floor and Above
30 May Not be used. There is no Public Access and upper floor door must remain
31 Locked. At All Times, Lessee Can use this Area For Roof Access
32 and building maintenance only.
33 Lessee will maintain HVAC, Plumbing & Electrical systems & Chase AC Filter Monthly.
34 Additionally Lessee Certificate of Insurance Must Reflect David Nemon,
35 Monica Setterstrom and Mary Monahan AS Additional Insured.
36 Lessee shall maintain at Lessee Expense Public Liability Insurance
37 Covering the Premises and operations of Lessee Having Limits of Liability Not Less
38 than \$1,000,000 Bodily Injury Per Occurrence Plus \$300,000 Property Damage
39 Per Occurrence.
40
41
42
43
44
45
46 THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS
47 In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late
48 charge of \$ 200.00 for each rental installment which is delinquent for ten (10) days or more
49 The Lessor covenants that the Lessee on paying the fixed minimum rent hereafter referred to as "rent," and
50 additional rent reserved, if any, and performing all the covenants and agreements herein contained shall peacefully
51 and quietly have, hold and enjoy the demised premises. Provided, however, the Lessor shall not be liable for the
52 failure or inability of the Lessee to obtain possession of said premises provided the Lessor shall exercise due
53 diligence and effort to place the Lessee in possession.
54 In consideration of Agent's services in negotiating this Lease, Lessor agrees to pay said agent, his heirs or
55 assigns a commission of N/A of the gross rents and additional
56 rents payable during the term of this lease and any extensions, renegotiations, or renewals thereof; said commission
57 to be paid as and when rents are paid by Lessee and, regardless of where, when or by whom said rents may actually
58 be collected. Said Agent is hereby authorized to collect all rental due hereunder and to withhold therefrom, before
59 remitting to Lessor, the amount due Agent as such commission.
60
61 However, in the event the demised premises are sold to Lessee by Lessor, taken by condemnation or if Lessor
62 permits Lessor to cancel this Lease, the balance of commission calculated for the remainder of the term, as then
63 extended, shall become immediately due and payable by the Lessor, or in the alternative the agent may demand and
64 receive a commission on the sales price of Lessor's sale to Lessee in a minimum amount equal to the percentage
65 provided for rental commission in the preceding paragraph: If but a part of the demised premises are taken by
66 condemnation and the Lessee continues to pay rental on the remainder, the commission payable based on such
67 award will be calculated on a pro-rata basis with the balance of commissions to be paid out of the continuing rentals
68 paid by Lessee on the remainder. Obligations of the Lessor hereunder shall be binding upon the Lessor, the Lessor's
69 personal representatives, heirs, successors, assigns and/or grantees in title of the premises demised hereby, and the
70 same shall be a charge upon the land, tenements and hereditaments thereof.
71 Lessee will make no alterations in or to said building and will not paint any part of said building without the
72 written consent of the Lessor, or Lessor's agent except as otherwise herein provided; and in no event shall Lessee
73 paint sprinkler heads if sprinkler system exists on leased premises.
74 Lessee will replace all plate and other glass, if and when broken, and will replace all broken or broken near the
75 roof gutters and downspouts clean, and will pay all bills for sewer, water, light and gas used on said premises, and
will keep the interior of said premises together with all electrical plumbing (above or below the ground) elevators,

LESSOR
RELEASED

ORDINANCES

NUISANCES

OVERLOADING

DEFAULT

ACCELERATION

IMPROVEMENTS

FIRE/WIND AND
OTHER CASUALTIES

NOTICES

SIGNS, ETC.

SURRENDER

76. heating, air conditioning, sprinkler systems, and other mechanical installation and/or systems therein, in good order
77. and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect.
78. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein
79. required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay
80. the Lessor the costs and expenses thereof, together with interest thereon at the highest legal rate, not to exceed 16%
81. per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as
82. additional rent under the terms of this lease.
83. Lessee shall maintain the premises including any adjacent parking lots and yard areas in a clean and neat
84. condition, keeping all windows and patio glass clean, storing all trash, garbage and rubbish in closed containers or
85. dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any
86. trash, garbage or rubbish on or about the premises.
87. Lessor shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, getting out
88. of order or defective conditions of said elevators, heating, air conditioning, other mechanical installations and/or
89. systems, electric wiring, pipes, closets or plumbing, or any of them, nor shall Lessor be liable for any damage to any
90. property on said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water,
91. freezing or other causes.
92. Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health,
93. safety and sanitation insofar as the building and premises hereby let, and the streets and highways bounding the
94. same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof.
95. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building
96. and said premises at all times. If the demised premises or any part thereof, consists of first floor space, adjacent upon
97. the street or alley, the Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save
98. harmless the Lessor from all damages or claims for damages for failure so to do.
99. Lessee shall not conduct or permit any activity on the premises which will result in the emission of loud noises or
100. offensive odors so as to disturb adjacent tenants or property owners.
101. Lessee will not overload the building, its floors, roof, walls or elevators and shall be liable for all damages to the
102. property or other consequences of overloading and Lessee assumes the further responsibility to determine the
103. extent to which the premises may be used without violating this provision.
104. Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events
105. shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the
106. option of the Lessor to: (1) annul and terminate this lease, and thereupon re-enter and take possession of said
107. premises; or (2) re-enter and re-let said premises from time to time, as agents of the Lessee, and such re-entry and/or
108. re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is,
109. gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting
110. shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be
111. construed to require the Lessor to re-enter and re-let in such event, nor shall anything herein be construed to
112. postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary
113. the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default.
114. (a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same
115. becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder;
116. (b) In the event Lessee removes, attempts to remove or permits to be removed from said premises, except in the
117. usual course of trade, the goods, furniture, fixtures or other property of the Lessee brought thereon;
118. (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property
119. of the Lessee brought on said premises, or upon the interest of the Lessee in this lease;
120. (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is
121. filed by or against the Lessee or the Lessee is adjudged a bankrupt;
122. (e) In the event an assignment for the benefit of creditors is made by the Lessee;
123. (f) In the event of the appointment of a Receiver of Lessee's property;
124. (g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, abandons
125. said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for
126. which the same are hereby let, or ceases to use said premises for the purposes herein specified;
127. (h) In the event that Lessee shall cause or allow a mechanic's and materialman's lien to accrue against the
128. premises;
129. (i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee
130. herein contained.
131. Upon default, breach of condition, or upon the termination of this lease or re-entry upon said premises for any
132. one or more of the causes set forth above, or upon any termination of this lease or re-entry of said premises, the rents
133. hereunder for the entire rental period and other indebtedness, if any, payable under provisions hereof shall be and
134. become immediately due and payable and without regard whether or not possession of the premises shall have been
135. surrendered to or taken by the Lessor.
136. All improvements and additions to the leased premises shall adhere to the lease premises, and become the
137. property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures.
138. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon
139. the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied
140. with by the Lessee and said Lessee restores the building and premises to its original condition, nature, wear and tear,
141. excepted.
142. If the rented premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause,
143. without fault of the Lessee, then, and in that event, the Lessor shall have the option within sixty (60) days from the
144. time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its
145. original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make
146. such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from
147. time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.
148. Should Lessor fail to elect to repair or restore said premises, Lessee may at Lessee's election within thirty (30)
149. days from the expiration of said sixty (60) days period, either terminate this lease or elect to repair or restore said
150. premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and
151. provided that if Lessee elects to repair or restore said premises such repairs or restoration shall be commenced
152. immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent
153. shall be allowed from the time such damage occurs until the repairs or restoration are completed.
154. Except under those circumstances where it is requisite that notice be given to the Lessee or the demised
155. premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for
156. the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S.
157. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein
158. stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing, (and
159. as to notice to Lessor, a copy thereof shall be mailed or delivered to the said agent).
160. The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised premises
161. (improvements and ground), any lettering, signs, advertisements, awnings, or other projections thereon, without the
162. written consent of the Lessor first sought and obtained, which consent shall not be unreasonably withheld. The
163. Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or
164. signs as the Lessor may reasonably require.
165. At the expiration of the tenancy herein created, Lessee shall surrender the leased premises in the same condition
166. of cleanliness, repair and tightness as the leased premises were in upon the commencement of business under this
167. lease unless meanwhile repaired or improved in which event, from the time of such repairs or improvements as to that
168. portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall
169. surrender all keys for the leased premises to Lessor in the place then fixed for payment of rent and shall inform Lessor
170. of all combinations or locks, sales and vaults, if any, in the leased premises. Lessee's obligation to observe or perform
171. this covenant shall survive the expiration or other termination of the term of this lease.

ATTORNEY'S FEE	172.	In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of
	173.	any suit for possession of said property, or for advice or service incident to the breach of any other condition of this
	174.	lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued
	175.	against the furniture and effects of the Lessee, located upon the leased premises, or the leasehold interest of the
	176.	Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the
WAIVER OF	177.	debt evidenced and secured by this lease. In order to further secure the prompt payment of said rents, and when the
EXEMPTIONS	178.	same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on
	179.	the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by reason of the
	180.	violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to
	181.	claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any
	182.	other State.
EASEMENTS	183.	No representation on the part of the Lessor, or Lessor's agent, is here contained concerning the existence or not
	184.	of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running
	185.	with the land affecting the property or improvements hereon, and to the extent only as such may be
	186.	determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile
	187.	County, Alabama, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all
	188.	such rights-of-way, party wall agreements, easements, prescription and covenants running with the land, and zoning
	189.	ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee.
INDEMNITY	190.	The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any
	191.	kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the
	192.	Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage, or
	193.	expense caused by injuries to persons or property, while in, on, or about said premises herein leased; and any and all
	194.	property of said Lessee which may be located or stored either in the demised premises or the building of which the
	195.	demised premises form a part shall be at the sole risk of said Lessee.
LIABILITY	196.	Lessee shall maintain at Lessee's expense public liability insurance covering the premises and operations of
INSURANCE	197.	Lessee having limits of liability of not less than \$500,000 bodily injury per occurrence plus \$100,000 property damage
	198.	per occurrence, or a Combined Single Limit of liability not less than \$500,000 per occurrence. Such policy shall
	199.	require that Lessor and Lessor's Agent be given 30 days advance notice in event of cancellation or material change,
	200.	and shall furnish to Lessor and Lessor's Agent a Certificate of Insurance as evidence of compliance with this
	201.	requirement.
STEAM BOILER	202.	Lessee is strictly prohibited from installing and operating a steam boiler on the premises without written
	203.	permission of Lessor, and such permission will be granted only after a requirement that specific boiler explosion
	204.	insurance with limits adequate to cover damage to Lessor's property.
LESSOR'S RIGHTS	205.	The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the
CUMULATIVE	206.	covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a
	207.	relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and
	208.	effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a
	209.	waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made
	210.	unless expressed in writing, and signed by the Lessor, or Lessor's Agent.
SEVERABILITY	211.	If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to
	212.	any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or
	213.	condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be
	214.	affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest
	215.	extent permitted by law.
	216.	Should the Lessee continue to occupy the premises after the expiration of said term or after a forfeiture incurred,
HOLDING OVER	217.	then, except as otherwise provided for in this paragraph, the Lessee shall continue as a tenant under the terms of this
	218.	lease (except as to duration) from year to year, and each holding over period annually thereafter shall in like manner
	219.	create and cause a similar extension of this lease from year to year. PROVIDED, HOWEVER, that if the said Lessee
	220.	continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at
	221.	any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the
	222.	Lessee in writing of his election to terminate the lease or any extension thereof, said termination to be effective at the
	223.	end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which
	224.	event the effective date of termination shall be the last day of the calendar month following the date on which notice is
	225.	given.
CONDITION	226.	Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or
	227.	suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representation or
	228.	promises with respect to said building or the demised premises except as herein expressly set forth.
MAINTENANCE AND	229.	Lessor shall maintain and keep in good repair the roof and exterior walls of the buildings located on the
REPAIRS	230.	premises, exclusive of glass and doors, however, Lessor shall not be obligated to make any other repairs or do any
	231.	other work on or about the premises or to any equipment thereon.
	232.	Lessor reserves the right after reasonable notice and at any time to enter upon said premises himself, his
	233.	workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about said
	234.	premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs
	235.	shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, as to
	236.	protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work.
	237.	Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by him
	238.	under this lease, the Lessor may enter the premises and make such repairs, replacements and undertake such
	239.	maintenance under the same conditions hereinabove set out, and the cost thereof shall be payable by the Lessee on
	240.	demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be
	241.	secured as additional rent under the terms of this lease.
INSPECTION	242.	Lessor, or his agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said
	243.	premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last
	244.	6 months of this lease to display "For Rent" signs on said premises.
EMINENT	245.	If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other
DOMAIN	246.	authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken
	247.	thereunder of said premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease
	248.	and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to
	249.	any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part
	250.	of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to
	251.	the property remaining, and provided such property remaining is capable of continued enjoyment by the Lessee for
	252.	the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for
	253.	such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. However,
	254.	the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of
	255.	said remaining property.
CONDEMNATION	256.	In the event the improvements on the premises here demised are condemned by any Public Authority except
	257.	under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of
	258.	such order of condemnation that the Lessor has the option or election to (a), terminate this lease as herein provided,
	259.	or (b), make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to
	260.	the Lessee within thirty days of the date of the receipt of the order of condemnation from the Public Authority, and the
	261.	Lessee shall then have thirty days from the receipt of the Lessor's notice to exercise his election, to (a), surrender
	262.	possession of the premises or (b), continue in possession and make the required repairs at the Lessee's expense. If
	263.	the repairs are made by either the Lessor or Lessee, as herein provided for, during the actual period of such repairs, it
	264.	is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein
	265.	contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny,
	266.	protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts
	267.	and the authority of the Public Authority, and in that event the options or elections hereinabove provided for shall be
	268.	exercisable in the manner above provided, only after the matters in contest have been judicially determined. The
	269.	Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty days after
	270.	receipt of same.

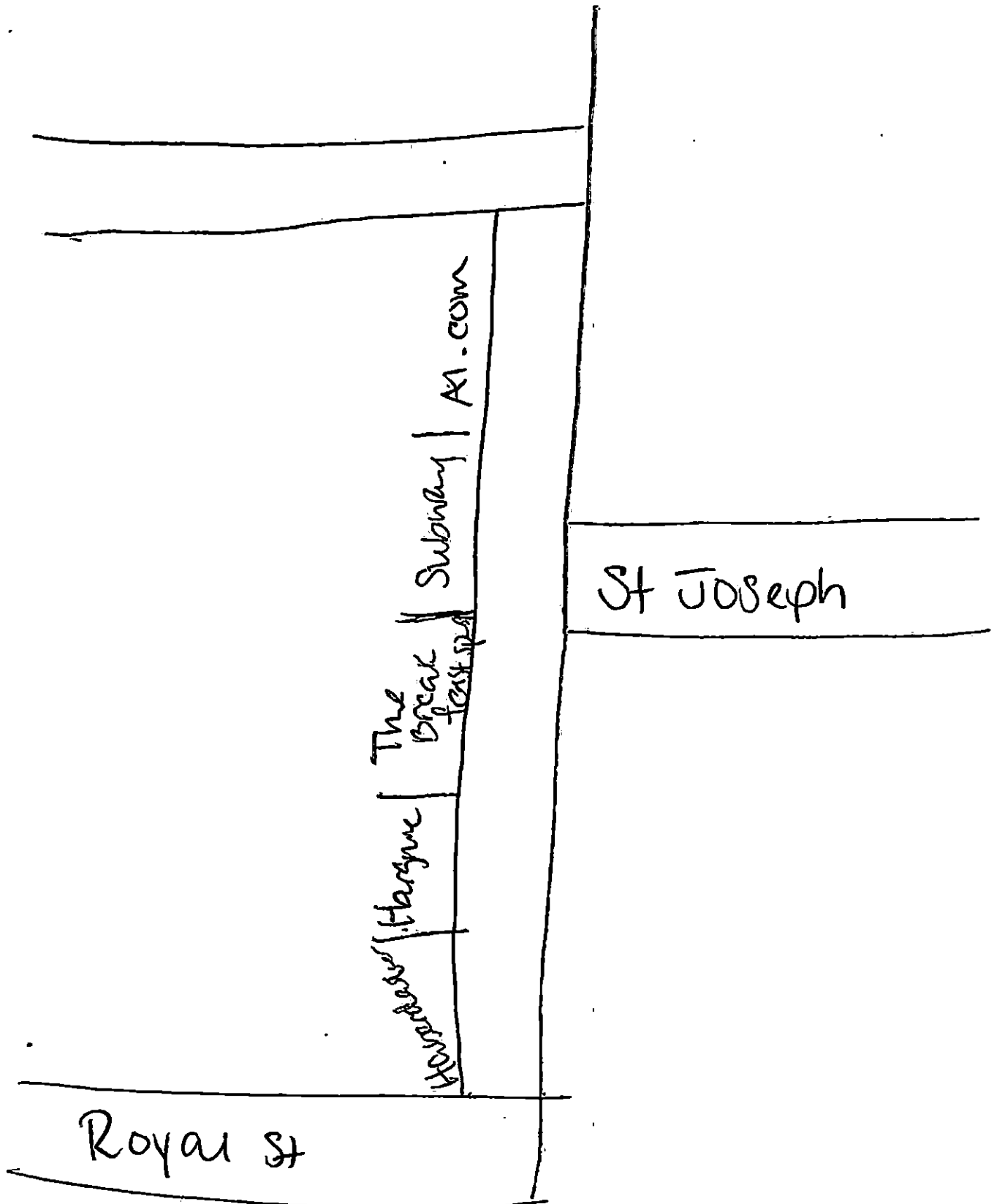


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name BREAKFAST SPOT MOBILE, LLC				Trade Name (DBA) THE BREAKFAST SPOT			
Company Physical Address (Street Address, Suite #) 14 Dauphin St				City MOBILE	State AL	Zip Code 36602	
Business Contact Person Information							
Name DANIELLE HOUARD		Title OWNER	Phone		Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1200	Parking Provided N/A	Parking Required N/A	Compliance Yes		Zoning T5.2	Approved Yes	
Comments This site is zoned T5.2 within the Downtown Development District and is therefore exempt from off-street parking requirements.							
Print Name Tiffany Green		Signature Tiffany Green			Date 01/29/2026		



R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

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

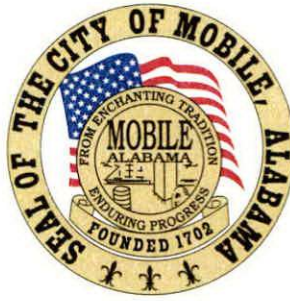
Type of application: Special Retail More than 30 Days Liquor License

Submitted by: 350 Dauphin, LLC

Location: 350 Dauphin
350 Dauphin Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

SAMANTHA INGRAM
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

BEAU FLEMING
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA G. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/29/2026	NEW APPLICATION	2026 - 5769	132956	2	February 3, 2026

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

350 DAUPHIN LLC

Trade Name (DBA)

350 DAUPHIN

Location Address

350 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

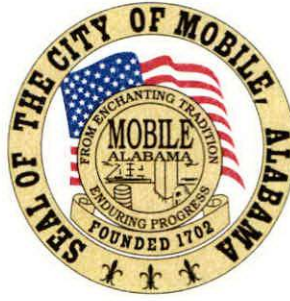
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
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DISTRICT 1
SAMANTHA INGRAM
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CITY CLERK

LISA G. LAMBERT

Council Agenda Date

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PO Box 1151 Montgomery AL 36101

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160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

350 DAUPHIN LLC

Trade Name (DBA)

350 DAUPHIN

Location Address

350 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

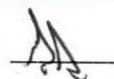
City of Mobile Alcoholic Beverage License Application

Application Date 01/29/2026	Application Type NEW APPLICATION	Application Number 2026 - 5769	License Account # 132956	Council District 2	Council Agenda Date February 3, 2026
License Type Applied for with Alabama ABC Board 160 - SPECIAL RETAIL - MORE THAN 30 DAYS			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name 350 DAUPHIN LLC			Trade Name (DBA) 350 DAUPHIN		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/25/2025	SOS Entity ID 001-212-539	State AL	County MOBILE
Federal Tax ID (FEIN) 39-4752224	Alabama State Sales Tax ID R012718633	Business Phone Number ,			
Physical Address (Street Address, Suite #) 350 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) -		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) OTHER EVENT SPACE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name GRANT SALTZ	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name REX2 LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 453 DAUPHIN STREET			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 5,264	Bldg Seating Capacity 100	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

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



City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

GS

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

GS

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

GS

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

GS

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

GS

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

GS

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

GS

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

Owner/Applicant/POA Printed Name

GRANT SALTZ

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

1/20/27

Title of Person Signing this Application

OWNER

Sworn to and subscribed before me this **31st** day of **January** 20**26**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

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City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/29/2026	NEW APPLICATION	2026 - 5769	132956	2	February 3, 2026

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

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

350 DAUPHIN LLC

Trade Name (DBA)

350 DAUPHIN

Location Address

350 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
GRANT SALTZ	OWNER			

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

What is/was the start date of this business? 01/29/2026

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

350 DAUPHIN LLC

dba

350 DAUPHIN

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS and

for the premises located at

350 DAUPHIN STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **February 3, 2026** for application number **2026 - 5769**

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



Applicant/POA Signature

Tara Harris

Revenue Department Representative



NOTICE!

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

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

350 DAUPHIN LLC

Trade Name (DBA)

350 DAUPHIN

Location Address

350 DAUPHIN STREET

Zip Code

36602

Application Number

2026 - 5769

Notice Post Date @ Location

01/29/2026

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

February 3, 2026

Date

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

Applicant/POA Signature

Tara Harris

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251215091208951

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS State: \$250.00 County: \$250.00

Type License: State: County:

Trade Name: 350 DAUPHIN

Filing Fee: \$50.00

Applicant: 350 DAUPHIN LLC

Transfer Fee:

Location Address: 350 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 453 DAUPHIN ST MOBILE, AL 36602

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document info: 001-212-539

Do you sell Draft Beer?:

Date Incorporated: 09/25/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 09/25/2025

Federal Tax ID: 39-4752224

Alabama State Sales Tax ID: R012718633

Name:	Title:	Date and Place of Birth:	Residence Address:
GRANT NOLAN SALTZ	MEMBER		
JAMES HUNTER ADAMS	04/17/2026		

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

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

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

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

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

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself in any manner monetarily interested either directly or indirectly in the



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251215091208951

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

Name of Property owner/lessor and phone number: **REX2 LLC 251-295-1029**

What is lessors primary business? **VENUE**

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

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**

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

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

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

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

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

Building Dimensions Square Footage: **5264** Display Square Footage:

Building seating capacity: **100** Does Licensed premises include a patio area? **NO**

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

Number of licenses in the vicinity: **1** Nearest: **14**

Nearest school: Nearest church: Nearest residence: **1 blocks**

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

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

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251215091208951



Initial each

☐ GS

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

☐ GS

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

☐ GS

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

☐ X

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

☐ X

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

☐ X

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

☐ GS

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

☐ GS

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,

if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of

the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with

said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued

to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application

will be allowed without written approval of the proper governing body and the Alabama

Alcoholic Beverage Control Board.

☐ GS

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

Applicant Name (print): GRANT SALTZ

Signature of Applicant: *MS*

Notary Name (print): Angelica C. Creamer

Notary Signature: *Angelica C. Creamer*

Commission expires: 12/6/2027



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251215091208951

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: MR. SALTZ-MOES BBQ-SPRINGHILL

Is there any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME PERSON



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

10/23/2025

Dear Mr. Saltz,

The Alabama Law Enforcement Agency (ALEA) Criminal Justice Information Services Division has received and processed your request for Alabama Criminal History Record Information (CHRI).

Based on the information you provided and a fingerprint-based check of Alabama state criminal records, no state criminal history was found. Please note that updates to your criminal history may occur at any time. If you require an updated state CHRI in the future, you should request a new version.

Please contact the Criminal Justice Information Services Division if you have any questions.

Sincerely,

Nakesha Vane

Nakesha Vane, Record Check Supervisor
Criminal Justice Information Services Division
(334) 676-6000
BackgroundChecks@alca.gov

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:8012509356

NAME:SALTZ, GRANT

SOC:417291523

ABI RESULT:IDENT

SID:AL02697326

10-23-2025 11:38 ALLEA0049

*ATN/TCN8012509356

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02697326

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 10-23-2025

*NAME STATE ID NO. FBI ID NO.

*SALTZ, GRANT NOLAN

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 3 220 BLU BLN AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* SALTZ, GRANT

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 511 MRI # 52926751

CERTIFIED COPY
OF
ALEA DOCUMENT



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIFLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

10/23/2025

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Criminal Justice Information Services Division
(334) 676-6000
BackgroundChecks@alea.gov

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:8012509356

NAME:SALTZ,GRANT

SOC:417291523

ABI RESULT:IDENT

SII

10-23-2025 11:38 ALLEA0049

*ATN/TCN8012509356

*OPR/AFIS

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*NAME STATE ID NO. FBI ID NO.

*SALTZ,GRANT NOLAN

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W ---- 600 220 BLU BLN AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* SALTZ,GRANT

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SII

SEQ # 511 MRI # 52926751

CERTIFIED COPY
OF
ALEA DOCUMENT

375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

**Alabama
Department
of Revenue**



October 29, 2025

Letter Id: L1015519248

ONLINE FILING INFORMATION

Dear 350 DAUPHIN LLC,

Business Income Tax account taxpayers may now use the My Alabama Taxes (MAT) website for convenient access to make payments or view online account information. In order to access the online information, you will need the information listed below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Business Income Tax	IC	R012730806	003094236	55398848

This account information is confidential and should not be disclosed to unauthorized persons. Please register your account at www.myalabamataxes.alabama.gov. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select option 6.

E-Pay Only: The MAT website offers a 'Pay a Bill I've Received' feature, giving taxpayers the capability to make electronic payments without pre-registration for corporate income tax due.

Section 41-1-20, Code of Alabama 1975 requires taxpayers making a payment of \$750 or more to remit such payment electronically. The Department also encourages electronic participation for payments less than \$750.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-07-2025

Employer Identification Number:
39-4752224

Form: SS-4

Number of this notice: CP 575 B

350 Dauphin LLC
350 Dauphin
% James H Adams MBR
453 Dauphin Street
Mobile, AL 36602

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4752224. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 350D. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B
9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 10-07-2025
EMPLOYER IDENTIFICATION NUMBER: 39-4752224
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

350 Dauphin LLC
350 Dauphin
% James H Adams MBR
453 Dauphin Street
Mobile, AL 36602



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork.
Ownership Type Company Name

The above described property is ☐ Owned ☒ Leased to/by 350 Dauphin, LLC

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

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

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

Sworn to and subscribed before me this 29th day of January 2026

Notary Printed Name <u>Angelica C. Creamer</u>	Notary Signature <u>Angelica C. Creamer</u>	My (Notary) Commission Expires <u>12/6/27</u>
---	--	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

J. Hunter Adams

350 Dauphin, LLC

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

1/29/26

1/29/26

| Application Property Ownership



Revision Date 10.23.2023

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

350 Dauphin, LLC

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

3. The name of the registered agent (only one agent): AdamsIP, LLC

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

453 Dauphin Street Mobile, AL 36602

***COUNTY** of above address: MOBILE

Mailing address **in Alabama** of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-212-539 DLL
Date 09/25/2025
Time 12:42:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 9 / 25 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 42 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

9 / 25 / 2025
Date (MM/DD/YYYY)

J. Hunter Adams

Signature as required by 10A-5A-2.04

Attorney/Organizer

Typed title (organizer or attorney-in-fact)

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

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

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

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

350 Dauphin, LLC

This name reservation is for the exclusive use of AdamsIP, LLC, 453 Dauphin
Street, Mobile, AL 36602 for a period of one year beginning September 25, 2025
and expiring September 25, 2026



RES244346

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

September 25, 2025

Date

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

Wes Allen

Secretary of State

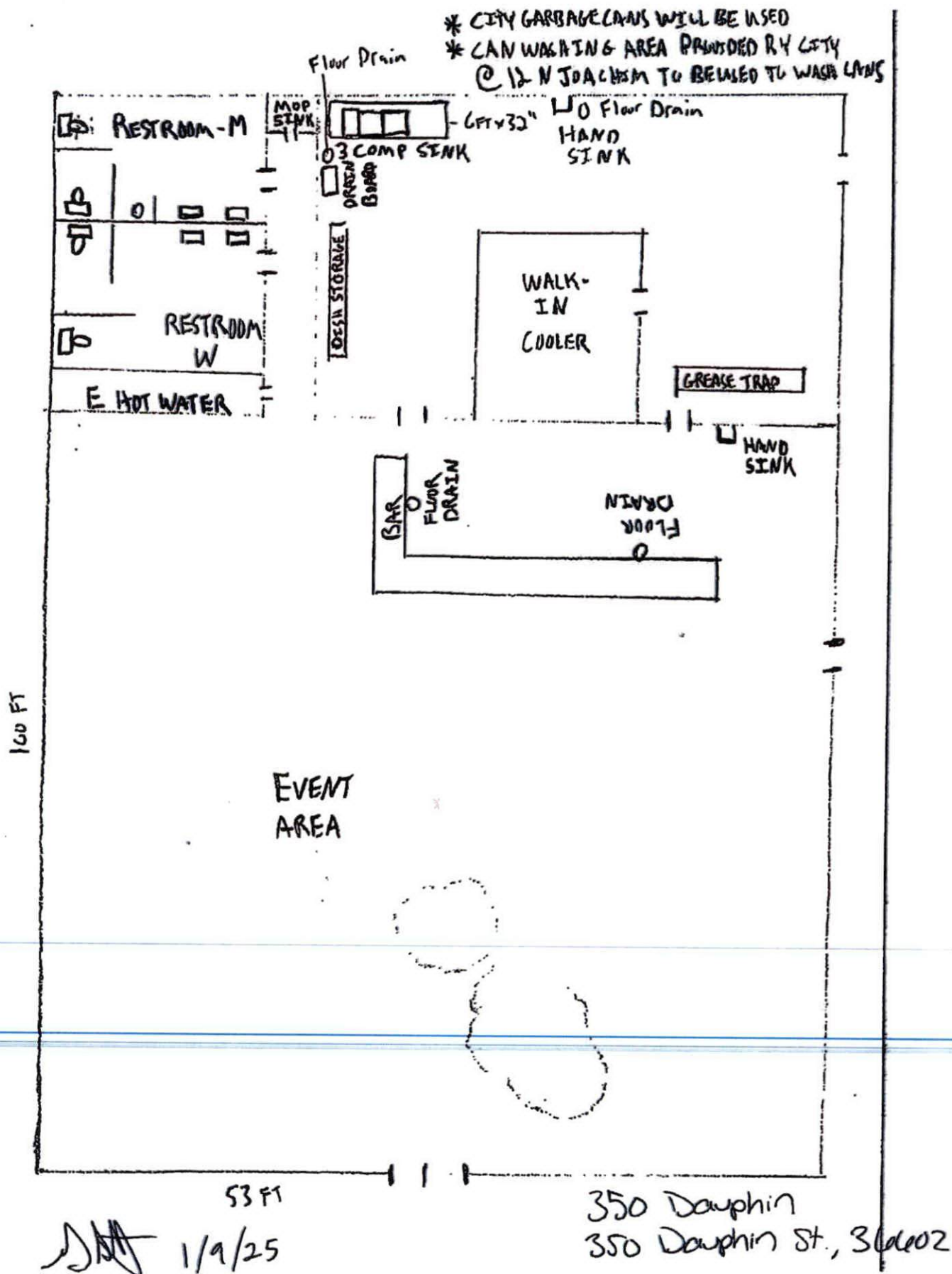


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other	
License Type Applied for with Al. ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☒ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 Brewpub							
Legal Business Name 350 Dauphin, LLC				Trade Name (DBA) 350 Dauphin			
Company Physical Address (Street Address, Suite #) 350 Dauphin Street				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information Name Grant Saltz				Title Owner			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 5264	Parking Provided N/A	Parking Required N/A	☒	75.1	☒		
Comments WITHIN DDD. NO ON-SITE PARKING REQUIRED							
Print Name CALDWELL C. WHISTLER				Signature 		Date 1-29-2026	





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-158152-2025

Issue Date: 07/17/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400011079.	350 Dauphin St	

Business Name	Issued To	Zoning Districts
350 Dauphin	Name: James Adams Company: 350 Dauphin Address: 350 Dauphin St MOBILE, AL 36602 Phone:	T-5.1

This Zoning Classification Allows the property to be used for:
Event Space

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Jackson Taylor

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of
Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name: 350 Dauphin
Address: 350 DAUPHIN Street
City: Mobile
Suite:
Inspection Date: 7/1/2025
Inspection Type: Life Safety
Inspected By: Joshua Williams

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 1.1)
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress. (see photo 2.1)
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use. (see photo 3.1)
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 4.1)
Pass		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
Pass		IFC 2021 SECTION 503 FIRE APPARATUS ACCESS ROADS	503.3 - Identification of fire staging area and fire access roads to be designated with signs and/or painted fire lanes.
Pass		IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.2.5 - Deadbolts prohibited.
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source.

If you have any questions, please contact our office.

Inspector Comments: Inspection ok for business license

Angelica Creamer
7/1/2025

~~SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE~~
~~Joshua Williams Jr.~~ ~~SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE~~
~~7/1/2025 12:22:34 PM~~ ~~SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE~~
~~7/1/2025 12:22:34 PM~~ ~~SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE - COPIED SIGNATURE~~

A black and white photograph showing two fire extinguishers mounted on a wall. The extinguisher on the left is a smaller, dark-colored unit. The one on the right is a larger, lighter-colored unit with a more complex label featuring various text and graphics. Both have their handles and nozzles visible.

Page 588 of 1272

CITY OF MOBILE
REVENUE DEPARTMENT

January 29, 2026



350 DAUPHIN

350 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 132956 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2243665	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

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

Type of application: Restaurant Retail Liquor License

Submitted by: Emerald Coast Restaurants, LLC

Location: Beef O'Brady's
4419 Rangeline Road
Suite F
Mobile, AL 36619

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/22/2026	NEW APPLICATION	2026 - 5767	132750	4	February 3, 2026

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EMERALD COAST RESTAURANTS LLC

Trade Name (DBA)

BEEF O BRADYS

Location Address

4419 RANGELINE RD STE F

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

SAMANTHA INGRAM
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

BEAU FLEMING
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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Trade Name (DBA)

BEEF O BRADYS

Location Address

4419 RANGELINE RD STE F

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

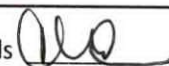
Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 01/22/2026	Application Type NEW APPLICATION	Application Number 2026 - 5767	License Account # 132750	Council District 4	Council Agenda Date February 3, 2026
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EMERALD COAST RESTAURANTS LLC			Trade Name (DBA) BEEF O BRADYS		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 06/23/2025	SOS Entity ID 001-196-785	State AL	County
Federal Tax ID (FEIN) 39-2835320	Alabama State Sales Tax ID R012677636		Business Phone Number		
Physical Address (Street Address, Suite #) 4419 RANGELINE RD STE F			City MOBILE	State AL	Zip Code 36619
Mailing Address (Street Address, Suite #, PO Box) 1430 S HWY 29 21			City CANTONMENT	State FL	Zip Code 32533
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name TARA CLIFF	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name RANGELINE ROAD HOLDINGS LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 3,218	Bldg Seating Capacity 120	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

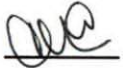
Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u> TARA CLIFF		<u>Title</u> OWNER		<u>Driver's License (State, Number)</u> 	
<u>Home Address (Street Address, Apt/Unit #)</u> 		<u>City</u> 		<u>State</u> 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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE



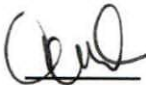
The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City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



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



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



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



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



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

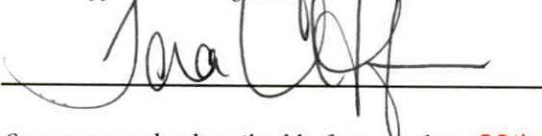


Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must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

Owner/Applicant/POA Printed Name

Tara Cliff

Owner/Applicant/POA Signature



Date of Application Signature

1/28/26

Title of Person Signing this Application

Owner

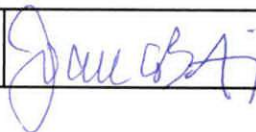
Sworn to and subscribed before me this **28th** day of **January** 20 **26**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

Joan Bruckner



9/8/2026

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/22/2026	NEW APPLICATION	2026 - 5767	132750	4	February 3, 2026

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EMERALD COAST RESTAURANTS LLC

Trade Name (DBA)

BEEF O BRADYS

Location Address

4419 RANGELINE RD STE F

City, State, Zip Code

MOBILE AL 36619

Contact Person Information				
Name	Title	POA	Phone	Email
TARA CLIFF	OWNER			

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

What is/was the start date of this business? 08/29/2025

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

EMERALD COAST RESTAURANTS LLC

dba

BEEF O BRADYS

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

020 - RESTAURANT RETAIL LIQUOR and

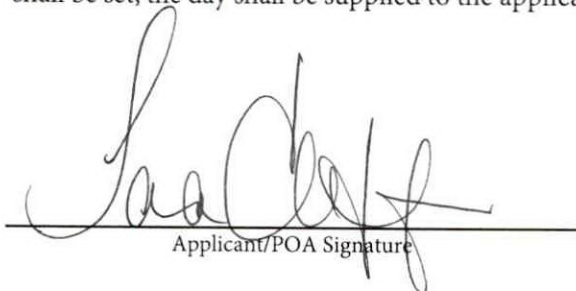
for the premises located at

4419 RANGELINE RD STE F

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **February 3, 2026** for application number **2026 - 5767**

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



Applicant/POA Signature

Tara Harris

Revenue Department Representative



NOTICE!

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EMERALD COAST RESTAURANTS LLC

Trade Name (DBA)

BEEF O BRADYS

Location Address

4419 RANGELINE RD STE F

Zip Code

36619

Application Number

2026 - 5767

Notice Post Date @ Location

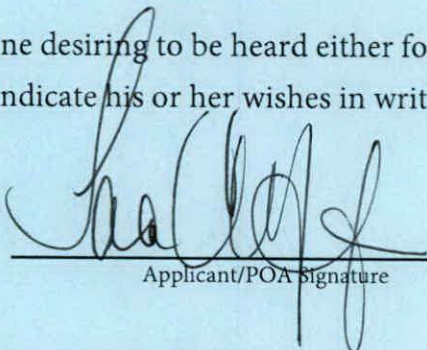
01/22/2026

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

February 3, 2026

Date

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


Applicant/POA Signature

Tara Harris

Revenue Department Representative

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

CITY OF MOBILE
REVENUE DEPARTMENT

January 28, 2026



BEEF O BRADYS
4419 RANGELINE ROAD
SUITE F
MOBILE, AL 36619 USA
ACCOUNT NUMBER: 132750 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2235015	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 132750 LAST 4 FEIN/SSN: 5320
OWNERSHIP: LLC STATE ID: R012677636
ZONING CERT: ZC 162266 2025 EMPLOYEE ID: 910519381TH

LEGAL BUSINESS NAME: BEEF O BRADYS

PHYSICAL ADDRESS: 4419 RANGELINE RD STE F MOBILE, AL 36619

MAILING ADDRESS: 1430 S HWY 29 UNIT 21 CANTONMENT, FL 32533

BUSINESS PHONE:

CELL PHONE:

BUSINESS FAX:

START DATE: 08/29/2025

JURISDICTION: C

TAX CODES: FOD7

TERRITORY: T4

ACCOUNT TYPE: B

EMAIL: EMERALDCOASTRESTAURANTSLLC@GM
AIL.COM

#VENDING: VEND OWN:

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>ADDRESS</u>	<u>DL #</u>	<u>SSN</u>	<u>PHONE</u>	<u>DOB</u>
EMERALD COAST RESTAURANT LLC	LLC	4419 RANGELINE ROAD SUITE F MOBILE, AL 36619				

LICENSE INFORMATION

<u>CODE TITLE</u>	<u>YEAR</u>		<u>AMT DUE</u>	<u>AMT PAID</u>
722111 RESTAURANTS N.E.C. CITY	2026	SUB TOTAL:	\$2,081.86	\$2,081.86
ALCOHOL APPLICATION FEE	2026	ISSUE FEE:	\$28.00	\$28.00
		ZONING FEE:	\$8.00	\$8.00
		GRAND TOTAL:	\$2,117.86	\$2,117.86

OUTSTANDING
BALANCE DUE: \$0.00

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ADAM TYLER CLIFF

ID: FL C410018871850

DATE: 1/28/2026

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 132750

LAST 4 FEIN/SSN: 5320

OWNERSHIP: LLC

STATE ID: R012677636

ZONING CERT: ZC 162266 2025

LEGAL BUSINESS NAME: BEEF O BRADYS

PHYSICAL ADDRESS: 4419 RANGELINE RD STE F MOBILE, AL 36619

MAILING ADDRESS: 1430 S HWY 29 UNIT 21 CANTONMENT, FL 32533

BUSINESS PHONE:

CELL PHONE:

BUSINESS FAX:

START DATE: 08/29/2025

JURISDICTION: C

TAX CODES: FOD7

TERRITORY: T4

ACCOUNT TYPE: B

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>OWNER ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
EMERALD COAST RESTAURANT LLC	LLC	4419 RANGELINE ROAD SUITE F	MOBILE	AL	36619

LICENSE INFORMATION

<u>CODE</u>	<u>CODE TITLE</u>	<u>YEAR</u>
722095	DRINKING ESTABLISHMENT	2026
722111	RESTAURANT-NOT FAST FOOD	2026



PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ADAM TYLER CLIFF

ID: FL C410018871850

DATE: 1/28/2026

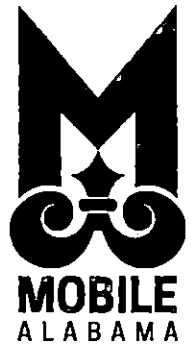
SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE
REVENUE DEPARTMENT

January 28, 2026



BEEF O BRADYS
4419 RANGELINE ROAD
SUITE F
MOBILE, AL 36619 USA
ACCOUNT NUMBER: 132750 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u> <u>BILLED</u>	<u>PENALTY</u> <u>DUE</u>	<u>INTEREST</u> <u>DUE</u>	<u>AMOUNT</u> <u>PAID</u>
2235458	12/2026	RESTAURANT (ALL RESTAURANTS NOT FAST FOOD) ACCOMMODATION & FOOD SVC	\$1303.61	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$1,303.61*

***Additional penalties may apply when payment is rendered**

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

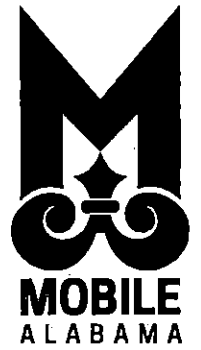
CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT

January 28, 2026



BEEF O BRADYS

4419 RANGELINE ROAD

SUITE F

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 132750 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2235458	12/2026	RESTAURANT (ALL RESTAURANTS NOT FAST FOOD) ACCOMMODATION & FOOD SVC	\$1303.61	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$1,303.61*

*Additional penalties may apply when payment is rendered

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PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT

January 28, 2026



BEEF O BRADYS
4419 RANGELINE ROAD
SUITE F
MOBILE, AL 36619 USA
ACCOUNT NUMBER: 132750 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2235015	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260109143845734

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00

County: \$300.00

Trade Name: BEEF O BRADYS

Filing Fee: \$50.00

Applicant: EMERALD COAST RESTAURANTS LLC

Transfer Fee:

Location Address: 4419 RANGELINE RD STE F MOBILE, AL 36619

Mailing Address: 1430 S HWY 29 21 CANTONMENT, FL 32533

County: MOBILE

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-196-785

Do you sell Draft Beer?:

Date Incorporated: 06/23/2025 **State incorporated:** AL

County Incorporated: HOUSTON

Date of Authority:

Federal Tax ID: 39-2835320

Alabama State Sales Tax ID: R012677636

Name:	Title:	Date and Place of Birth:	Residence Address:
ADAM TYLER CLIFF	MANAGING PARTNER		
TARA MARIE CLIFF	MANAGING PARTNER		

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

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

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

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260109143845734

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

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

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

Contact Person: TARA CLIFF
Business Phone: _____
Fax: _____

Home Phone _____
Cell Phone _____
E-mail: _____

Trade Name: _____
Applicant: _____

Previous License Number(s) _____
License 1: _____
License 2: _____



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260109143845734

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

Name of Property owner/lessor and phone number: RANGELINE ROAD HOLDINGS LLC 401-639-0021

What is lessors primary business? REAL ESTATE COMPANY

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

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

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 3218

Display Square Footage:

Building seating capacity: 120

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260109143845734

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260109143845734

Initial each

☐ [Signature]

☐ [Signature]

☐ N/A

☐ N/A

☐ N/A

☐ [Signature]

☐ [Signature]

Signature page

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

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

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

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

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

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

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

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

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

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

Applicant Name (print):

Tara Cliff
Tara Cliff

Signature of Applicant:

Notary Name (print):

April W. Jones

Notary Signature:

April W. Jones

Commission expires: *4/12/2026*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260109143845734

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Receipt Confirmation Page

Receipt Confirmation Number: 20260109143845734
Application Payment Confirmation Number: 115402670

Payment Summary	
Payment Item	Fee
Application Fee for License License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number: !

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License Type 3:

License Type 4:

License Type 5:

License Type 6:

License Type 7:

License Type 8:

License Type 9:

License Type 10:

License County: MOBILE

Business Type: LLC

Trade Name: BEEF O BRADYS

Applicant Name: EMERALD COAST RESTAURANTS LLC

Location Address: 4419 RANGELINE RD STE F
MOBILE, AL 36619

Mailing Address: 1430 S HWY 29 21
CANTONMENT, FL 32533

Contact Person: TARA CUFF

Contact Home Phone:

Contact Business Phone: ----

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: OWNER



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ADAM TYLER CLIFF
3981 SOCIETY STREET
CANTONMENT, FL 32533

Date: 08-20-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ADAM TYLER CLIFF

Search Completed Result

08-20-2025 E2025232000000149685

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

Date: 08-16-2025

TARA MARIE CLIFF
3981 SOCIETY STREET
CANTONMENT, FL 32533

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

TARA MARIE CLIFF

Search Completed Result

08-16-2025 E2025228000000168919

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number: ----

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

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Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z
TCN WVFBIJMOZ-20250816163718-EDO-0000-27855

NCN E2025228000000168919

THE ENCLOSED RECORD, DATED 2025/08/16, WITH THE FBI UCN 624086HD5 AND
NGI CONTROL NUMBER (NCN) E2025228000000168919 IS BEING PROVIDED AS THE
RESULT OF CIVIL RETURN IDENT TEN-PRINT SUBMISSION.
THE TENPRINT BIOGRAPHICS AS SUBMITTED IN THE ORIGINAL TRANSACTION ARE:
NAME: CLIFF, TARA MARIE DOB

DATA RELATED TO THIS RECORD WAS REQUESTED FROM THE FOLLOWING:

FBI

- FBI/624086HD5

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) AND/OR III
PARTICIPANT STATE(S) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE.
HOWEVER THE FBI MAINTAINED DATA FROM THE NON-RESPONDING III PARTICIPANT
STATE(S) IS INCLUDED IN THE RESPONSE.

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z
TCN WVFBIJM0Z-20250816163718-EDO-0000-27855
AGENCY CASE D50092425200

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME CLIFF, TARA MARIE

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
F	W		000	UNK	UNK	UNK

STATE ID	BIRTH PLACE
NULL	UNITED STATES

CITIZENSHIP
UNITED STATES

OTHER BIRTH
DATES

SCARS-MARKS-TATTOOS

SOCIAL
SECURITY

MISC NUMBERS

NONE

NONE

NONE

NONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2025228000000168919

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE
DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI UCN	DATE REQUESTED
PRALL, TARA MARIE	624086HD5	2025/08/16

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
F	W		504	210	BRO	BRO

BIRTH PLACE

PATTERN CLASS	CITIZENSHIP
RS RS RS WU WU LS WU WU WU WU	UNITED STATES

RECORD UPDATED 2025/08/16

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

***** CRIMINAL HISTORY RECORD *****

***** Introduction *****

This rap sheet was produced in response to the following request:

Subject Name(s)
State Id Number CO2444001 (CO)
Purpose Code R
Attention E2025228000000168919;T

The information in this rap sheet is subject to the following caveats:

COLORADO BUREAU OF INVESTIGATION - IDENTIFICATION UNIT 690 KIPLING STREET, SUITE #3000, DENVER, COLORADO 80215 (303) 239-4208 THIS IDENTIFICATION RECORD IS FOR LAWFUL USE ONLY AND SUMMARIZES INFORMATION SENT TO THE COLORADO BUREAU OF INVESTIGATION FROM FINGERPRINT CONTRIBUTORS IN THE STATE OF COLORADO. UNLESS FINGERPRINTS ACCOMPANIED YOUR INQUIRY, THE COLORADO BUREAU OF INVESTIGATION CAN NOT GUARANTEE THIS RECORD RELATES TO THE PERSON IN WHOM YOU HAVE AN INTEREST. IF THE DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF AN ARREST CHARGE OR DISPOSITION IS DESIRED, THAT INFORMATION MAY BE OBTAINED FROM THE AGENCY WHO FURNISHED THE ARREST INFORMATION. ONLY THE COURT OF JURISDICTION OR THE RESPECTIVE DISTRICT ATTORNEY'S OFFICE WHEREIN THE FINAL DISPOSITION OCCURRED CAN PROVIDE A CERTIFIED COPY TO ANY SPECIFIC DISPOSITION. STATE LAW GOVERNS ACCESS TO SEALED RECORDS. BECAUSE ADDITIONS AND DELETIONS TO A CRIMINAL HISTORY RECORD MAY BE MADE AT ANY GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

***** IDENTIFICATION *****

Subject Name(s)

PRALL, TARA MARIE
CLIFF, TARA (AKA)

Subject Description

FBI Number State Id Number
624086HD5
)

Social Security Number

Sex
Female

Race
White

Height
5'04"

Weight
210

Date of Birth

Hair Color
Brown

Eye Color
Brown

Code Description, Comments, and Images
SC ABDOM
TAT R SHLD
TAT BACK

Place of Birth

CO

Employment

Occupation SERVICE CONSULT

Employer UNKNOWN

Residence

Residence as of 2010-04-21

***** CRIMINAL HISTORY *****

===== Cycle 001 =====

Tracking Number 12428619
Earliest Event Date 2010-04-21

Arrest Date 2010-04-21
Arresting Agency CO0620000 WELD COUNTY SHERIFF'S OFFICE
Subject's Name PRALL, TARA MARIE
Charge 1
Charge Literal ARRESTED FOR OTHER JURISDICTION
NCIC Offense Code 4902
Counts 1
Severity MISDEMEANOR
Charge 2
Charge Literal ARRESTED FOR OTHER JURISDICTION
NCIC Offense Code 4902
Counts 1
Severity MISDEMEANOR

***** INDEX OF AGENCIES *****

Agency WELD COUNTY SHERIFF'S OFFICE; CO0620000;

* * * END OF RECORD * * *

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Emerald Coast Restaurants LLC

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

3. The name of the registered agent (only one agent): Registered Agents Inc

Street (no PO Boxes) address of registered office (must be located in Alabama): _____

*COUNTY of above address: HOUSTON

Mailing address in Alabama of registered office (if different from street address): _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-196-785	DLL
Date	06/23/2025
Time	09:13:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 6 / 23 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 09 : 13 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

6 / 23 / 2025
Date (MM/DD/YYYY)

Tara Marie Cliff
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer

Street Address

Mailing Address

Tara M Cliff

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

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

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

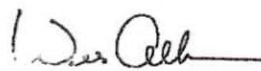
Emerald Coast Restaurants LLC

This name reservation is for the exclusive use of Tara Marie Cliff, 3981 Society
Street, Cantonment, FL 32533 for a period of one year beginning June 23, 2025
and expiring June 23, 2026

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

June 23, 2025

Date



Wes Allen

Secretary of State



RES226238

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the Code of Alabama 1975, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

Emerald Coast Restaurants LLC

2. The date the Certificate of Formation was filed: 06 / 23 / 2025 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 196 - 785 **TO OBTAIN ID NUMBER,**
website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name
Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and
verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State
001-196-785 DLL
Date 07/25/2025
Time 13:07:55
File \$100.00
County
Total \$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 07 / 25 / 2025 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.

*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached**.

*Registered agents and registered agent addresses are changed by filing a **Change Of Registered Agent Or Registered Office By Entity** form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of 1975* and the governing documents of this entity.

07 / 25 / 2025

Date (MM/DD/YYYY)

TARA CLIFF

Signature as required by 10A-5A-2.04

MANAGING MEMBER

Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
Emerald Coast Restaurants LLC

Entity ID
001-196-785

Type
Limited Liability Company (LLC)

Formation Date
2025-06-23

Principal Address

Original

Amended

Physical Address

Physical Address
4419 RANGELINE ROAD
MOBILE, AL 36619

Mailing Address

Mailing Address
1430 S HWY 29
#21
CANTONMENT, FL 32533

Date of this notice: 06-23-2025

Employer Identification Number:
39-2835320

Form: SS-4

Number of this notice: CP 575 A

EMERALD COAST RESTAURANTS LLC
TARA MARIE CLIFF MBR
3981 SOCIETY ST
CANTONMENT, FL 32533

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2835320. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2025
Form 940	01/31/2026
Form 1065	03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is EMER. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

2025



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

EMERALD COAST RESTAURANTS LLC
4419 RANGELINE RD
MOBILE, AL 36619-9560

ACCOUNT TYPE	ACCOUNT NUMBER	ISSUANCE DATE	EXPIRATION DATE
SLS	R012677636	09/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

September 15, 2025

Letter Id: L1745834000

ONLINE FILING INFORMATION

Dear EMERALD COAST RESTAURANTS LLC,

In order to both file your returns and pay your employee Withholding Taxes online, you will need your Account Number, Sign-On ID, and Access Code shown below. These will allow you access to the My Alabama Taxes (MAT) portal. This account information is confidential and should not be disclosed to unauthorized persons.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Withholding Tax	IW	R012677634	003071067	19393949

Using the information above, please register to file and pay online at www.myalabamataxes.alabama.gov. If you need additional assistance please call the Withholding Tax Section at 334-242-1300.

Section 41-1-20, Code of Alabama 1975 requires taxpayers making a payment of \$750 or more to remit such payment electronically. The Department also encourages electronic participation for payments less than \$750.

In order to avoid any penalties and interest for late filing or late payment, please insure that both your return has been filed and your payment is scheduled before 4 pm of the return due date.

September 15, 2025

Letter Id: L0052547600

ONLINE FILING INFORMATION

Dear EMERALD COAST RESTAURANTS LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Local Tax	SC	R012677635	003071067	19393949

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at <https://myalabamataxes.alabama.gov>. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax payment of \$750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than \$750 is encouraged.

E-Pay Only: The ADORs MAT website offers a 'Make a Payment Only' feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and business taxes administered by the Department. To make your payment online, simply visit our website at <https://myalabamataxes.alabama.gov>. Billing payments may also be made on the website and no pre-registration is required to make a billing payment. **E-File & E-Pay:** The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Emergency Medical Transport Fee, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue. Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at <https://myalabamataxes.alabama.gov>. Do not mail paper returns for taxes e-filed through this system.



September 15, 2025

Letter Id: L0426717200

ONLINE FILING INFORMATION

Dear EMERALD COAST RESTAURANTS LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Sales Tax	SS	R012677636	003071067	19393949

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at <https://myalabamataxes.alabama.gov>. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

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Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of
Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name: BEEF O BRADYS
Address: 4419 RANGELINE Road
City: Mobile
Suite: F
Inspection Date: 8/21/2025 (Initial Insp. Date: 7/28/2025)
Inspection Type: Reinspection #1 (Life Safety)
Inspected By: Wesley Foster

App. Location Code Set

Fail -
Cleared

IFC 2021
SECTION 506 KEY BOXES

506.1 - Knox entry required for all structures with fire protection systems, gates blocking fire apparatus access and an elevator Knox box is required for all elevator lobbies with firefighter operating capabilities. (see photo 1.1)

✓ Cleared on 8/21/2025

Fail -
Cleared

IFC 2021
SECTION 906 PORTABLE
FIRE EXTINGUISHERS

906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 2.1)

✓ Cleared on 8/21/2025

Fail -
Cleared

IFC 2021
SECTION 906 PORTABLE
FIRE EXTINGUISHERS

906.4.2 - Class K portable fire extinguishers for deep fat fryers. (see photo 3.1)

✓ Cleared on 8/21/2025

Fail -
Cleared

IFC 2021
SECTION 903 AUTOMATIC
SPRINKLER SYSTEMS

903.5 - Testing and maintenance. (see photo 4.1)

✓ Cleared on 8/21/2025

Inspector Comments: 5 year internal complete.

Fail -
Cleared

IFC 2021
SECTION 1008 MEANS OF
EGRESS ILLUMINATION

1008.2 - Emergency Lights - where required. (see photo 5.1)

✓ Cleared on 8/21/2025

Inspector Comments: Deficiencies cleared. Inspector Foster 251-485-3030

Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the fire inspector listed at the top of this report.

[illegible]

Wesley Foster
8/21/2025

A red fire extinguisher with a white label and a black handle, positioned next to a wooden door. The label features a red fire icon and the text "FIRE EXTINGUISHER". The extinguisher is mounted on a wall.

A photograph of a complex industrial machine, likely a vertical lathe or mill, with various components, pipes, and a red emergency stop button visible. The machine is situated in a workshop or factory setting.

A close-up photograph of a metal surface, likely a door or panel. It features a circular hole on the right side and a rectangular slot or indentation in the center. The metal has a textured, slightly mottled appearance.

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MOBILE COUNTY HEALTH DEPARTMENT

FOOD SERVICE ESTABLISHMENT INSPECTION REPORT

ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8116

SCORE

92

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of 15 days. Failure to comply with this notice may result in cessation of food service food store operations. **PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.**

ESTABLISHMENT NAME <u>Dee O Brady</u>				OWNER OR MANAGER NAME			
ADDRESS <u>4419 Rainbow By Ste F Mobile AL</u>				ZIP CODE <u>36619</u>			
PERMIT NUMBER	MONTH	DAY	YEAR	TIME IN	TIME OUT	TYPE OF INSPECTION	
<u>028712</u>	<u>09</u>	<u>25</u>	<u>2025</u>			☒ 01. REGULAR	☐ 03. TEMPORARY
GRID	INSP #	PRIORITY CATEGORY	PERMITTED	SMOKE FREE	GREASE TRAP LID SECURE	LEGAL NOTICE	NO. OF P/PF ITEMS
<u>040872</u>	<u>3</u>	<u>3</u>	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO ☐ N/A	☒ YES ☐ NO	

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact minimized.	
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card.	
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes. Hair restraints. Other.	2
4	Properly posted: permit report, other.	1

FOOD

5*	Safe; Sound. Not adulterated; Food protected, protected from contamination, tasting. Return, reserve, use, disposal.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used, if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan, Juice.	5
8	Condition, Segregation, Handling, Receiving, frozen food. Date marking. Required documentation: HACCP, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Cuts, Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/dice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator, and chemical test papers.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system approved; Flushed.	5
26*	Cross connection; Back siphonage; Backflow.	5
27	Water: pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices. Toilet tissue.	4
28	Plumbing: fixtures clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	1
29	Refuse: receptacles, and returnables. Outdoor/indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises: free of litter and unnecessary items, harborage.	1
34	Floors, walls, ceilings, attached equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor, maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	2
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living/sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5
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INSPECTED BY:

Name:

RECEIVED BY:

Name:

Title:

REMARKS

OK to operate ok on Barry 11/2

#35 clean AC unit
#34 clean light switches



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Parcel 2A Resub of Lots 1, 2, 4 & 5 Range line 90 S1D
Unit one Revised MBK 10/21 #SEC 38 T5S R2W
#MP33 05 38 0 004
Parcel #: 3305380004004002

Ownership Type

Company Name

The above described property is

Owned ☒ Leased to/by

Emerald Coast Restaurants LLC
RangeLine Holdings LLC

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

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

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

Sworn to and subscribed before me this 20th day of January 20 25

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Rachel Ferreira

Rachel E Ferreira

04/14/26

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

RangeLine Road Holdings, LLC

Tara Cliff

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

3981 Society Street

Street Address

Street Address

City, State, Zip

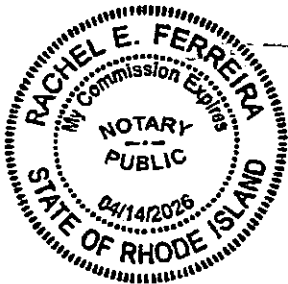
City, State, Zip

1/21/2026

1/21/26

Date Agreement Signed

Date Agreement Signed



| Application Property Ownership

LEASE AGREEMENT

THIS LEASE ("Lease") is made as of this 12th day of Sept, 2025, by and between Rangeline Road Holdings, LLC, a Delaware limited liability company, with mailing address of 725 Branch Ave, Suite A, Providence, Rhode Island 02904 ("Landlord") and Emerald Coast Restaurants, LLC, with a mailing address of 3981 Society Street, Cantonment, FL, 32533 ("Tenant").

ARTICLE 1. FUNDAMENTAL LEASE PROVISIONS

1.1 The following fundamental provisions of this Lease (the "Fundamental Lease Provisions") shall have the meanings as hereinafter set forth in this Article:

Shopping Center: The premises (including the land and buildings thereon and any extensions thereof or additions thereto) located at 4419 Rangeline Road, Mobile, AL, 36619 and commonly referred to as "Tilman's Corner."

Leased Premises: Those premises located in the Shopping Center, currently denominated as SUITE "F" on Exhibit A attached hereto

Tenant's Trade Name: Beef O Brady's

Square Footage: Approximately 3,218 square feet as indicated on Exhibit A.

Permitted Use: Said Leased Premises are leased only for the operation of a Beef O Brady's restaurant ("Primary Use") which does not conflict with any exclusive use restrictions already in place at the Shopping Center. No other use shall be permitted.

Lease Commencement Date: The date on which the Lease Agreement is executed by Landlord and Tenant. After the determination of the Lease Commencement Date, Tenant agrees, upon request of Landlord, to execute such instrument as shall be satisfactory to Landlord confirming the Lease Commencement Date, Rent Commencement Date and the Expiration Date, but the failure of Tenant to execute such instrument shall not affect the Commencement Date, Rent Commencement Date and Expiration Date as determined by Landlord.

Rent Commencement Date: Rent and all Additional Rent shall commence on the December 1, 2025.

Lease Term: The Rent Commencement Date through the Lease Termination Date, or earlier if this Lease is terminated by Landlord in accordance with the terms hereof.

Landlord Delivery: Landlord shall deliver possession of the Premises to Tenant upon execution of the Lease. Landlord shall deliver Premises in "AS IS" condition.

Lease Termination Date: The expiration of Five (5) years from the Rent Commencement Date.

Extension Period: One (1) Five Year Extension Period. Rent for the Extension Period shall increase by three percent (3%) from previous period's base rental rate with annual three percent (3%) increases during the Extension Period Each commencing on the expiration of the of the immediately preceding Primary term or Extension Period. Tenant may exercise the option to extend the Term for an Extension Period by providing written notice to Landlord at least 180 days prior to the expiration to then current Term. Upon exercise of an option to extend, the Lease shall continue under the same terms and conditions as the Initial Lease Term.

Minimum Rent:

	Year #	P.S.F. Rate	Annual	Month Base Rent
	1	\$21.71	\$ 69,862.78	\$5,821.90
	2	\$22.36	\$ 71,958.66	\$5,996.56
	3	\$23.03	\$ 74,117.42	\$6,176.45
	4	\$23.72	\$ 76,340.92	\$6,361.74
	5	\$24.43	\$ 78,631.11	\$6,552.59
Option 1				
	6	\$25.17	\$ 80,990.01	\$6,749.17
	7	\$25.93	\$ 83,419.71	\$6,951.64
	8	\$26.71	\$ 85,922.27	\$7,160.19
	9	\$27.51	\$ 88,499.95	\$7,375.00
	10	\$28.34	\$ 91,198.12	\$7,599.84

Additional Rent: Tenant shall pay its prorata share of real estate property taxes, common area maintenance and insurance based on its proportionate leasable building area out of the gross leasable area of the shopping center. The current proportionate share is calculated at 24% of the gross leasable area.

Increases in controllable CAM expenses shall be capped at 5% annually, non-cumulative over the prior year's charges. "Controllable CAM expenses" shall mean all costs included in Common Charges excluding Real Estate Taxes, Insurance premiums, Utilities, snow removal, and government-mandated expenses. It shall include, but not be limited to: landscaping, janitorial, trash removal, management fees, and administrative charges. These items shall be subject to the 5% annual cap, non-cumulative.

The combination of Administrative and Management fees cannot exceed 10%.

Security Deposit: \$3,750 which sum shall be retained by Lessor as security of the rent herein agreed to be paid and the faithful performance of the covenants of this lease. Lessor shall

be required to keep the security deposit in a segregated account. Provided the Lessee has faithfully abided by all of the terms and condition set forth herein, the security deposit shall be returned to Lessee within thirty (30) days following expiration this Lease.

Brokers: n/a

1.2 Each reference in this Lease to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision.

ARTICLE 2. PREMISES AND TERM

2.1 Lease of Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises which shall include a non-exclusive license to use the common areas of the Shopping Center.

2.2 Term. The term of this Lease shall be the Lease Term.

ARTICLE 3. RENT

3.1 Minimum Rent. Tenant shall pay to Landlord the Minimum Rent due for each month of the Lease Term, without notice, demand, setoff or deduction, in equal monthly installments, in advance, on the first day of each and every month of the Lease Term commencing on the Rent Commencement Date. If the Lease Term shall commence on a date other than the first day of the month, or expire on a date other than the last day of the month, the Minimum Rent shall be prorated for such fraction of a month based on the actual number of days in such month.

3.2 Additional Rent. All payments and charges of any nature whatsoever due from Tenant under the terms of this Lease accruing after the Rent Commencement Date, including, without limitation, all payments to be made pursuant to Articles 4, 5 and 6 hereof, as well as any and all sums which may become due by reason or failure of Tenant to comply with all of the terms, covenants and conditions of this Lease and any and all damages, costs and expenses which Landlord may suffer or incur by reason of any default of Tenant or failure on its part to comply with the terms, covenants or conditions of this Lease, shall be considered to be additional rent due hereunder ("Additional Rent"). The failure of Tenant to make any payment when due of Additional Rent shall entitle Landlord to exercise all the rights and remedies provided herein for the non-payment of Minimum Rent, and Landlord shall be entitled to commence any proceeding available to it in any subsequent month following the non-payment of Additional Rent.

The extension of time for the payment of any installment of Minimum Rent or Additional Rent, or the acceptance by the Landlord of any money other than the kind specified herein shall not be a waiver of Landlord's rights to insist on having other payments of rent made in the manner and at the time specified herein. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent stipulated in the Lease shall be deemed other than a

payment on amount of the various rent due, nor shall by endorsement or statement on any check or on a letter accompanying any check or payment as rent be deemed an accord and satisfaction. The Landlord may accept such check or payment without prejudice to its rights to recover the balance of the rent or to pursue any other remedy provided for in this Lease.

3.3 Personal Property Taxes. Tenant agrees to pay all taxes and assessments against its personal property, including without limitation, all trade fixtures and inventory, kept in, or about the Leased Premises, and all permit and license fees, if any, assessed or imposed on the conduct of Tenant and/or its business.

3.4 Sales and Use Tax: Tenant agrees to pay the amount due under Florida's state sales and use tax, and Seminole County's discretionary sales surtax.

3.5 No Setoff. Except as provided in Section 8.3, Tenant shall pay all Minimum Rent and Additional Rent under this Lease as provided for herein without setoff, counterclaim or deduction of any kind, except for a counterclaim with is mandatory under applicable law or court rules.

3.6 Late Charges. In the event that Tenant shall not have paid the Minimum Rent on or before the fifteenth (15th) day of the month during which the same is due, or shall not have paid any Additional Rent within fifteen (15) days from the date same is due, there shall be a late charge due to Landlord equal to five (5%) percent of each dollar past due. This late charge shall be deemed Additional Rent and shall, at Landlord's election, be added to the Minimum Rent for the month in which any item of Rent shall be due. The demand for and collection of said late charge shall not be deemed a waiver of any other remedies which Landlord may have in the event of a default in the payment of Minimum Rent or Additional Rent.

ARTICLE 4. NET LEASE

4.1 Net Lease. This is intended to be a net lease, so that all Minimum Rent and Additional Rent provided for herein shall be received by Landlord free and clear of any offsetting costs or expenses relating to the Shopping Center, except as set forth in Section 4.2. Accordingly, Tenant shall be responsible for and obligated to pay tenant's share (as described herein) of all costs and expenses incurred by or on behalf of Landlord prorated beginning with the Rent Commencement Date, in connection with the ownership and operation of the Shopping Center, excluding only those costs set forth in Section 4.2.

4.2 Landlord's Costs. Tenant shall not be responsible for certain income taxes expressly excluded from Tenant's responsibility in Section 5.2, the cost of construction of new building areas, the cost of initial improvements to premises leased to tenants of the Shopping Center other than Tenant, the cost of replacement or depreciation of capital items, leasing commissions, ground rent and debt service payable under any Mortgage (as hereinafter defined).

ARTICLE 5. REAL ESTATE TAXES

5.1 Tenant's Payments. Tenant shall pay to Landlord, as Additional Rent, the fraction represented by the Square Footage of the Leased Premises divided by the total leasable square footage of the particular building Tenant occupies in the Shopping Center prorated beginning with the Rent Commencement Date, as determined by Landlord from time to time ("Tenant's RET Share") of all Real Estate Taxes (as defined below).

5.2 Definition of Real Estate Taxes. "Real Estate Taxes" shall mean all real estate taxes, assessments, water and sewer rents (except water meter charges and sewage charges based on usage) and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, general and special, foreseen and unforeseen, including those for public improvements or otherwise, which shall or may, during the Lease Term, be assessed against, levied or imposed upon, become a lien upon, or become due and payable in connection with the ownership, use, occupancy or possession of the Shopping Center or any part thereof and any expenditure incurred by Landlord in the contest or protest of any Real Estate Tax or assessed valuation, when incurred. Real Estate Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, or income or profit tax that is or may be imposed upon Landlord. It being the intention of the parties hereto that the Minimum Rent to be paid hereunder shall be paid to the Landlord absolutely net without deductions of any nature whatsoever.

Any tax year commencing during any lease year shall be deemed to correspond to such lease year. Should the taxing authorities include in such Real Estate Taxes the value of any improvements, installations or additions made by Tenant, or include machinery, equipment, fixtures, inventory or other personal property of assets of Tenant, then Tenant shall pay the entire Real Estates Taxes for such items in addition to Tenant's RET Share of the taxes aforementioned, unless such items are part of Tenant's business personal property tax obligation. The payment to be made by Tenant pursuant to this section shall be made before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof.

5.3 Estimated Tax Payments. On each date that an installment of Minimum Rent is due, Tenant shall pay to Landlord an amount equal to 1/12 of Tenant's RET Share of the estimated Real Estate Taxes (as determined by Landlord) next due for the Shopping Center (or such other fraction as Landlord determines to be needed) to assure that prior to the due date of Real Estate Taxes due for the Shopping Center Landlord shall have received from Tenant funds sufficient to pay Tenant's RET Share in full. Landlord shall provide Tenant with a copy of each tax bill for the Shopping Center and a statement setting forth the amount due from Tenant as Tenant's RET Share. If the amount due from Tenant exceeds the amount of the estimated payments collected from Tenant, Tenant shall pay the difference to Landlord within ten (10) days of the receipt of such statement. If the amount of estimated payments exceeds the amount due, Landlord shall credit such difference to the next installment or installments of estimated payments due under this Section. If the Lease Term shall commence or expire on a date other than the fiscal year end for any such tax, Tenant's RET Share for such fraction of a fiscal year shall be prorated.

5.4 Right to Contest Real Estate Taxes. Landlord shall be under no duty or obligation whatsoever to protest or contest any assessed valuation or Real Estate Tax assessed against the Shopping Center or the Leased Premises. If Landlord shall elect to contest any assessed valuation or Real Estate Tax, no such contest by Landlord shall give Tenant the right to withhold or reduce any payment or estimated payment of Real Estate Taxes due under this Lease. If Landlord shall receive a refund of Real Estate Taxes for which Tenant has paid Tenant's Tax Payment, Tenant shall receive its pro rata share thereof after deducting all costs, fees and expenses incurred by Landlord in connection with obtaining such refund, and not previously charged to Tenant. Tenant shall have no right whatsoever to protest or contest any assessed valuation or Real Estate Tax assessed against the Shopping Center or the Leased Premises. Under no circumstances shall any reduction in Real Estate Taxes reduce the amount of Minimum Rent then payable under this Lease.

ARTICLE 6. COMMON CHARGES

6.1 Tenant's Payments. Tenant shall pay to Landlord as Additional Rent the fraction represented by the Square Footage of the Leased Premises divided by the total leasable square footage in the Shopping Center as determined by Landlord from time to time ("Tenant's CAM Share") of all Common Charges (as defined below) prorated beginning with the Rent Commencement Date. Notwithstanding the foregoing, if during the Lease Term Landlord permits any tenant in the Shopping Center to perform any item defined as a Common Charge for its sole benefit and at its sole expense in lieu of Landlord's performance thereof (which Common Charge item is typically provided by Landlord to all tenants of the Shopping Center and the cost of which would be included in Common Charges pursuant to Section 6.2), then Landlord shall equitably allocate the specific Common Charge item so that only those tenants in the Shopping Center that directly or indirectly benefit from such item shall pay such specific Common Charge. In such event, Tenant's CAM Share of such specific Common Charge shall be adjusted so that the numerator shall be the square footage of the Leased Premises and the denominator shall be the total leasable area of tenants so affected by such specific Common Charge item.

6.2 Definition of Common Charges. "Common Charges" shall mean all costs and expenses, including real estate taxes assessed and levied as to the Common Areas (as hereinafter defined) excluding Real Estate Taxes as assessed and levied against the Leased Premises as set forth in Section 5.1 and 5.2 hereof, incurred by Landlord or Landlord's employees, agents or contractors, either pursuant to this Lease or otherwise, arising from or in connection with or as a result of the operating, equipping, policing, protecting, lighting, heating, air conditioning, providing sanitation, sewer and other services, insuring, maintaining, repairing and replacing the Common Areas (as hereinafter defined), all buildings and improvements within the Shopping Center and all other areas and facilities of the Shopping Center. Common Charges shall include, but shall not be limited to: (i) the maintenance, repair and replacement of all roofs, exterior walls and other structural and exterior portions of the Shopping Center, curbs, gutters, sidewalks, pylons and signs, drainage and irrigation ditches, conduits and pipes, utility systems (permanent and temporary), sewage disposal or treatment systems, public toilets and sound systems whether within or without the Shopping Center; (ii) the removal of trash, snow and ice; (iii) landscaping; (iv) supplies; (v) licensing, permits, service and usage charges; (vi) the repaving, restriping, regrading and general maintenance of parking areas; (vii) compliance with all rules, regulations

and orders of governmental authorities pertaining to the Shopping Center, including those pertaining to traffic control, engineering and environmental issues, air pollution control and the cost of monitoring air quality; (viii) any environmental cleanup undertaken by Landlord whether or not the same is pursuant to any rule, regulation or order of governmental authority; (ix) personal property taxes; (x) licensing and permit fees and taxes; (xi) audit fees and expenses and other costs and expenses of enforcing the rules and regulations established by Landlord for the Shopping Center; (xii) total compensation and benefits (including premiums for workers' compensation or any other insurance or other retirement or employee benefits, and including all costs incurred in providing such benefits) paid to or on behalf of employees involved in the performance of the work specified in this Section or employees otherwise providing services to tenants or customers of the Shopping Center whether on or off site including compensation paid for the promotion of the Shopping Center by any employee or independent contractor; (xiii) the costs of performance of all of Landlord's obligations pursuant to this Lease or as contemplated herein except those costs set forth in Section 4.2; (xiv) other costs and expenses incurred in connection with the operation of the Shopping Center; plus (xv) an amount equal to three percent (3%) of all of the foregoing costs and expenses to compensate Landlord for administrative and overhead expenses; (xvi) all estimated insurance charges for General Liability Insurance (as defined in Section 10(c) herein) as it relates and applies to the Common Areas. Common Charges shall include costs and expenses for services, equipment or materials furnished by Landlord or its affiliates, including management fees, provided the same are furnished at rates similar to those generally paid. In no event shall Common charges include the cost of any original construction, or the cost of replacement and/or depreciation of capital items on capital improvements to the Shopping Center.

6.3 Estimated Payments. On each date that an installment of Minimum Rent is due, Tenant shall pay to Landlord an amount equal to 1/12 of the estimated Common Charges (as determined by Landlord) for the calendar year in which such payment is made. On or before March 1 of each year, Landlord shall provide Tenant with a statement setting forth Tenant's CAM Share for the preceding calendar year and the amount of estimated Common Charges paid by Tenant during such year. If the amount due from Tenant exceeds the amount of the estimated payments, Tenant shall pay the difference to Landlord within ten (10) days of the receipt of such statement. If the amount of estimated payments exceeds the amount due, Landlord shall credit such difference to the next installment or installments of estimated payments due under this Section. Landlord's failure to provide such statement by the date provided under this Section shall in no way excuse Tenant from its obligation to pay Tenant's CAM Share of the Common Charges or constitute a waiver of Landlord's right to bill and collect Tenant's CAM Share of Common Charges from Tenant in accordance with this Section. If the term of the Lease shall commence on a day other than January 1 or expire on a day other than December 31, Common Charges due from Tenant for such fraction of a calendar year shall be prorated. During any year, Landlord, from time to time, may revise its estimate of the Common Charges which will be due for that year and the monthly payments to be made by Tenant on account thereof.

6.4 CAM/Tax/Insurance Audit Rights Tenant shall have the right to audit Landlord's records supporting CAM, tax, and insurance charges once per calendar year upon 30 days written notice to landlord. Overcharges in excess of 3% shall be reimbursed with reasonable audit costs.

ARTICLE 7. USE OF PREMISES

7.1 Permitted Use. The Leased Premises shall be occupied and used by Tenant solely for the Permitted Use.

7.2 Operation of the Leased Premises. Tenant shall use, occupy and operate the entire Leased Premises continuously and without interruption during the Lease Term, shall not abandon or vacate the Leased Premises, shall not permit, license, or suffer the occupancy of any other party in the Leased Premises and shall:

- a. Operate its business under Tenant's Trade Name as set forth in Section 1.1, with adequate inventory and personnel and in a first-class manner as will enhance the Shopping Center and its reputation as a desirable place to shop;
- b. Conduct no auction, fire or bankruptcy sales or engage in similar selling practices;
- c. Load or unload all supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door or doors of the Leased Premises. No deliveries of any kind shall be made through the front entrance. This shall not apply to small packages delivered via U.S. Mail, FedEx, or UPS, weighing under 20 lbs.
- d. Keep the Leased Premises in a safe, clean and proper manner; and not permit any rubbish or refuse of any nature to accumulate in the Common Areas;
- e. Keep the Leased Premises free from vermin;
- f. Prevent the Leased Premises from being used in any way which will injure the reputation of the same or of the Shopping Center or from being used in any way which may be a nuisance, annoyance, inconvenience or damage to the other tenants or occupants of the Shopping Center;
- g. Not violate the exclusive covenants of any other tenant in the Shopping Center that does not conflict with Tenant's Permitted Use; and
- h. Abide by all rules and regulations established by Landlord, from time to time, with respect to the Common Areas, the Shopping Center, and the operation of the Leased Premises.

7.3 Compliance with Laws. Tenant shall not use or occupy or suffer or permit the Leased Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or the requirements of any insurance underwriters or rating bureaus or in any manner so as to increase the cost of insurance over and above the normal cost of such insurance for the Permitted Use for the type and location of the building of which the Leased Premises are a part. Tenant shall, at Tenant's sole cost and expense, promptly obtain all permits and licenses required by and otherwise comply with all present and future laws (including Environmental Laws as defined in Section 29.2), regulations or rules of any local, county, state, federal and other governmental authority and any bureau or department thereof,

and of the National Board of Fire Underwriters or any other body exercising a similar function which may be applicable to the Leased Premises or Shopping Center, including the maintenance, service, repair, replacement and disposal of any structure, equipment or system thereon. If Tenant shall install any electrical equipment that overloads the lines in the Leased Premises, or handle any Hazardous Substances (as defined in Section 29.2), Tenant shall, at Landlord's option and Tenant's sole cost and expense, immediately terminate the use of such electrical equipment or Hazardous Substances or, at Tenant's expense, make such changes as Landlord may request to prevent such overload or hazard or otherwise and as may be necessary to comply with the requirements of any insurance underwriters and governmental authorities having jurisdiction.

Tenant agrees that it will at all times and at Tenant's sole cost and expense fully and completely comply with all the conservation, sanitation and health laws, the rules, regulations, ordinances and directives of such federal, state and municipal departments, special divisions, etc., having jurisdiction and control over environmental control, sanitation, and health as may now or hereinafter be organized or enacted with respect to the Lease Premises.

ARTICLE 8. ALTERATIONS

8.1 Landlord's Consent Required. Tenant shall not make or permit to be made any alterations, improvements or additions of any kind or nature to the Leased Premises or any part thereof except by and with the prior written consent of Landlord. Plans and specifications for all desired work shall be submitted by Tenant to Landlord for Landlord's approval prior to the commencement of any work. Landlord's approval of the plans, specifications and/or working drawings for Tenant's alterations or improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities.

8.2 Compliance with Law, Ownership and Indemnification. All alterations, improvements and additions to the Leased Premises shall be made in compliance with all applicable laws (including Environmental Laws) and governmental requirements and when made or installed shall be deemed to have attached to the real property and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the Lease Term, or other expiration of this Lease, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, that if, prior to the termination of this Lease, or within fifteen (15) days thereafter, Landlord so directs, Tenant shall, at Tenant's sole cost and expense, promptly and in compliance with all applicable laws (including Environmental Laws) remove, and if necessary dispose of, the additions, improvements, fixtures and installations which were placed in the Leased Premises by Tenant and which are designated in such notice, and repair any damage occasioned by such removal, and, in default thereof, Landlord may effect such removals and repairs at Tenant's expense. In the event Tenant undertakes any alterations, improvements or additions as herein provided, Tenant shall indemnify and save Landlord harmless from and against all costs, expenses, liens, claims or damages (including attorneys' fees) to either persons or property arising out of or resulting from the undertaking or making of such alterations, additions and improvements. Landlord agrees to execute commercially reasonable landlord lien waivers and subordination agreements in favor of

Tenant's equipment lessors or lenders, confirming that Landlord claims no interest in Tenant's trade fixtures or personal property.

- a. **FURNITURE, EQUIPMENT, AND TRADE FIXTURES:** All furniture, bars, television displays, signs, decorations, kitchen equipment, other equipment, coolers, freezers, appliances, and trade fixtures which are installed or placed on the Premises by or at the expense of Tenant shall remain the property of Tenant ("Personal Property") and Tenant shall have the right to remove the same at any time when it is not in default of any of its agreements contained herein, provided that such removal may be accomplished without damage to the Premises. Landlord shall not have a lien upon any of the Personal Property of Tenant in the Leased Premises and Landlord shall have no interest in the Personal Property. Tenant's lender shall be entitled to obtain a first priority secured interest in the Personal Property.

ARTICLE 9. REPAIRS AND MAINTENANCE

9.1 **Landlord's Obligations.** Landlord shall keep and maintain the structural portions of the Leased Premises and the exterior area, including, but not limited to, the foundation and exterior walls of the Leased Premises, except with respect to any damage thereto caused by any alterations or installations by Tenant or any act or negligence of Tenant, its employees, agents, invitees, licensees, subtenants, assignees or contractors or otherwise arising out of Tenant's use or occupancy of the Leased Premises, in which event such damage shall be promptly repaired by Tenant. Except as otherwise herein provided, Landlord shall not be responsible for maintenance, repairs or improvement of any kind in or upon the Leased Premises.

9.2 **Tenant's Obligations.** Tenant accepts the Leased Premises in "as is" condition. Landlord has made no representation, warranty or other assurance with respect to the Leased Premises or the Shopping Center. Tenant shall keep and maintain the Leased Premises and every part thereof (excluding only the structural elements and the roof unless repair of same arises out of Tenant's use or occupancy of the Leased Premises or negligence as described in Section 9.1) in good order, condition and repair, in compliance with Environmental Laws, as defined in Section 32.4, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows and glass, all utility, plumbing and sewage facilities within the Leased Premises, fixtures, heating and air-conditioning equipment ("HVAC"), exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the Leased Premises and interior walls, floors and ceilings, and including compliance with applicable building and fire codes relative to fire extinguishers, sprinkler systems and other preservative measures. Tenant shall conduct all such maintenance, service, repair, replacement and disposal activities, including those with respect to any structure, equipment or system, in compliance with applicable laws, including Environmental Laws. As part of its HVAC maintenance obligation, Tenant shall enter into an annual contract with an HVAC repair firm, fully licensed to repair HVAC units in the state in which the Shopping Center is located and approved by Landlord, which firm shall (a) regularly service the HVAC unit(s) on the Leased Premises on no less than a quarterly basis, changing belts, filters and other parts as required; (b) keep a detailed record of all services performed on the Leased Premises and prepare a yearly

service report to be furnished to the Tenant at the end of each calendar year. If Tenant fails or refuses to comply with its obligations in this Section 9.2, Landlord may (but shall not be required to) make or complete such repairs and Tenant shall pay the cost thereof to Landlord upon demand. Tenant's duty to maintain the HVAC unit(s) in good condition and repair throughout the term of this lease shall not include emergency or extraordinary repairs of HVAC unit(s) of the leased premises occasioned by age and extension beyond useful life. At the inception of the Lease Term, Tenant shall have the HVAC unit(s) inspected and shall furnish a copy of the inspection report by a licensed and insured company to Landlord. Any defects or anticipated repairs over the lease term identified in said report shall be the sole and exclusive responsibility of the Landlord, expressly include any routine, maintenance-related repairs.

ARTICLE 10. INSURANCE

10.1 Tenant's Obligation. During the Lease Term, Tenant, at its own expense, shall maintain the following:

(a) a commercial general liability insurance policy relating to the Leased Premises providing for coverage of at least Two Million Dollars (\$2,000,000) with respect to injury or death and property damage combined;

(b) plate glass insurance covering the glass in the Leased Premises; and

(c) such other insurance covering such other insurable risks as Landlord deems necessary.

10.2 Requirements of Policy. The insurance policies required by Section 10.1 shall be issued by a company and in a form satisfactory to Landlord and may not be cancelable without thirty (30) days' written notice to Landlord. Tenant shall deliver to Landlord a certificate evidencing such policy, prior to the commencement of the Lease Term and, thereafter, at least thirty (30) days prior to the expiration of each policy. Each certificate shall be accompanied by proof of payment of such policy. Provided Landlord has furnished Tenant with names and addresses of the same, each policy required under this Article shall name Landlord, Landlord's agents, the holder of any Mortgage and any other party with an interest in the Shopping Center as an insured as their interests may appear. Any required insurance may be effected by a policy of blanket insurance covering additional items or locations provided however that (i) the coverage afforded Landlord and any other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; (ii) any such policy shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurer under such policy specifying) the amount of the insurance allocated to the Leased Premises; and (iii) all other requirements set forth herein are otherwise satisfied.

10.3 Shopping Center Insurance. Landlord shall maintain the following:

(a) Property insurance (with fire and extended coverage and such other coverage as Landlord may choose) insuring the Shopping Center and all fixtures and improvements thereon to their full insurable value;

(b) Property insurance shall include rent insurance covering the risks described in paragraph (a) above in an amount equal to all Minimum Rent and Additional Rent due under all leases relating to the Shopping Center for a period of at least one year;

(c) comprehensive general public liability insurance against any claims upon Landlord arising from the ownership, operation or control of the Shopping Center with respect to bodily injury, death, property damage or other risks of similar nature with combined limits as Landlord deems appropriate, but in no event less than Five Million Dollars (\$5,000,000); and

(d) any such insurance coverage, in addition to or in substitution for the coverage set forth above, as the holder of any Mortgage may require or as Landlord may otherwise determine.

10.4 Policy Limits. The coverage limits of all insurance policies referred to in this Lease, in the discretion of Landlord or the holder of any Mortgage, may be increased at any time during the Lease Term.

10.5 Waiver of Subrogation. Landlord and Tenant hereby mutually waive any rights they may have against each other to recover for loss or damage to property arising from a casualty insured against hereunder or which is required to be insured against hereunder. In addition, all insurance policies carried by Landlord or Tenant covering the Leased Premises shall expressly waive any right on the part of the insurer against the other party for damage to or destruction of the Leased Premises resulting from the acts, omissions or negligence of the other party.

10.6 Tenant's Share of Insurance. On each date that an installment of Minimum Rent is due, Tenant shall pay to Landlord as Additional Rent an amount equal to 1/12 of the fraction represented by the Square Footage of the Leased Premises divided by the total leasable square footage of the particular building Tenant occupies in the Shopping Center, as determined by Landlord from time to time ("Tenant's Share of Insurance") of the Property insurance (as defined in Section 10.3(b) herein), (as determined by Landlord) of next due (or such other fraction as Landlord determines to be needed) to assure that prior to the due date of Insurance Premiums due Landlord shall have received from Tenant funds sufficient to pay Tenant's Share of Insurance in full. Landlord shall provide Tenant with a copy of each insurance bill and a statement setting forth the amount due from Tenant as Tenant's Share of Insurance. If the amount due from Tenant exceeds the amount of the estimated payments collected from Tenant, Tenant shall pay the difference to Landlord within ten (10) days of the receipt of such statement. If the amount of estimated payments exceeds the amount due, Landlord shall credit such difference to the next installment or installments of estimated payments due under this Section. If the Lease Term shall commence or expire on a date other than the fiscal year end for any such insurance premium, Tenant's Share of Insurance for such fraction of a fiscal year shall be prorated.

ARTICLE 11. COMMON AREAS

11.1 Definition. "Common Areas" shall mean all sidewalks, parking lots, driveways, landscaped areas, loading areas, service areas, pedestrian malls and other areas at the Shopping Center which may, from time to time, be provided by Landlord for general use.

11.2 Tenant's Use. Landlord hereby grants to Tenant during the Lease Term a nonexclusive license to use the Common Areas. The Common Areas shall be subject to the exclusive control and management of Landlord and to such rules and regulations as Landlord may, from time to time, establish, and Landlord reserves the right to make such changes, additions, deletions, alterations or improvements in and to such Common Areas, as Landlord deems desirable.

11.3 Maintenance. Landlord shall maintain the Common Areas in good repair, reasonably clear of debris and lighted and open during business hours. Tenant shall pay Landlord Tenant's CAM Share (as defined in Section 6.1) of maintenance and replacement costs to Common Areas. Such costs shall be paid to Landlord in monthly estimated installment with the Rent, subject to a year-end reconciliation at the end of each Lease Year.

ARTICLE 12. DAMAGE OR DESTRUCTION

12.1 Landlord's Obligation. If all or any part of the Shopping Center is damaged or destroyed by fire or other casualty insured under the hazard policy maintained by Landlord, Landlord shall, to the extent that insurance proceeds are available therefor, and except as otherwise provided herein, repair or rebuild the structural portions of the Shopping Center with reasonable diligence. Landlord shall have no obligation to repair or rebuild any property belonging to Tenant.

12.2 Abatement. If, as a result of the damage or destruction referred to in Section 12.1, there is a substantial interference with the operation of Tenant's business which requires Tenant to cease doing business at the Leased Premises, then the Minimum Rent and Additional Rent payable hereunder shall abate. There shall be no other abatement of rent or other charges. However, if Tenant has not been able to reopen for business after ninety (90) consecutive days from the date of the damage or destruction, Tenant may, upon thirty (30) days' written notice, terminate this Lease and have no further obligations to Landlord hereunder, regardless of fault.

12.3 Tenant's Obligations. Unless this Lease is terminated as provided below, Tenant, upon any damage or destruction to the Leased Premises, and subject to Landlord's requirement to rebuild as set forth in Section 12.1, promptly shall repair, rebuild and redecorate such Leased Premises in a manner at least equal in quality to that existing prior to such damage or destruction.

12.4 Termination. Notwithstanding anything which may be contained in this Article 12 to the contrary, Landlord, at its option, may terminate this Lease on thirty (30) days' written notice to Tenant given within ninety (90) days after the occurrence of any damage or destruction to the Shopping Center or any portion thereof if (i) such damage or destruction resulted from a

risk not covered by Landlord's insurance or covered in a manner which fails to yield proceeds in an amount equal to Landlord's estimated cost of repair, or (ii) the portion of the Leased Premises which Landlord is required to repair is damaged and the estimated cost to repair such damage is more than twenty-five (25%) percent of the replacement cost of the Leased Premises, or (iii) the Shopping Center is damaged and the cost to repair such damage is more than twenty-five (25%) percent of the replacement cost of the entire Shopping Center.

12.5 Reconstruction. Notwithstanding the provisions herein, Landlord shall not have any obligations to reconstruct or restore the Leased Premises or the Shopping Center, as the case may be, in the event:

- (i) the damage is not fully covered by Landlord's insurance (subject to applicable deductibles), unless Landlord has failed to comply with its obligations to insure the Shopping Center, against loss or damages, as required by the Lease.
- (ii) the damage occurs as to twenty (20%) percent or more of the Lease Premises or the Shopping Center, as the case may be, during the last three (3) years of the lease;
- (iii) the Tenant is in default of the terms of this Lease; or
- (iv) the Tenant has abandoned the Leased Premises.

12.6 Cooperation of Tenant. Tenant shall cooperate with Landlord and any mortgagee in connection with collection of any insurance monies that may be due in the event of loss and shall execute and deliver to Landlord and any mortgagee such proofs of loss and other instruments as may be reasonably required for the purposes of facilitating the recovery of any such insurance monies, all of which shall be at the Landlord's sole expense, and in the event Tenant shall fail or neglect so to cooperate or to execute, acknowledge, and deliver any such instrument within ten (10) business days after demand, such failure or neglect shall constitute a Default hereunder.

12.7 Tenant's Property. Nothing contained hereinabove shall relieve Tenant from any liability that may exist as a result of damage from fire or other casualty. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture, furnishings, carpeting or personal property or any fixtures or equipment, improvements or appurtenances installed or removed by Tenant and agrees that Landlord shall have no liability for any loss thereof or damage thereto, whether or not caused by or resulting from the negligence of Landlord or anyone for whom it is responsible, and Landlord shall not be obligated to repair any damage thereto or replace the same.

12.8 Damage Claims. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or reconstruction of any portion of the Leased Premises or the Shopping Center, unless such damages, compensation or claims are caused by the gross negligence or willful misconduct of the Landlord.

ARTICLE 13. EMINENT DOMAIN

13.1 Condemnation of Entire Leased Premises. If all or substantially all of the Leased Premises shall be taken by condemnation or by transfer in lieu thereof, then this Lease shall terminate as of the date title is vested in the condemning authority.

13.2 Partial Condemnation of the Leased Premises. If less than all or substantially all of the Leased Premises is taken by condemnation or private purchase in lieu thereof, then, if the remainder of the Leased Premises not so taken is unusable for the purposes for which such Premises were leased, either Landlord or Tenant may terminate this Lease upon thirty (30) days' written notice to the other.

13.3 Condemnation of Shopping Center. If proceedings are commenced to take any portion of the Shopping Center by condemnation or by private transfer in lieu thereof, and Landlord, in its sole discretion, elects to discontinue the operation of the Shopping Center or the portion thereof in which the Leased Premises are located as a shopping center, then Landlord may terminate this Lease upon thirty (30) days' notice to Tenant.

13.4 Rentals Upon Condemnation. If this Lease is terminated pursuant to any provision of this Article, then the Minimum Rent and all Additional Rent and charges payable hereunder shall be prorated as of the date of such termination. If, upon partial condemnation as provided in Section 13.2, this Lease is not terminated, the Minimum Rent, Additional Rent and all other charges shall be equitably adjusted. Tenant shall continue to make all payments of Minimum Rent and Additional Rent, as heretofore provided, until the adjusted rent is agreed upon, whereupon Landlord and Tenant shall settle any excess rent or shortfall.

13.5 Proceeds of Condemnation. Landlord shall be entitled to the entire proceeds of any and all awards made as a result of any condemnation affecting the Shopping Center and the proceeds of any private purchase or transfer in lieu of such condemnation. Tenant shall not be entitled to any award or proceeds as a result of any value attributable to Tenant's interest in this Lease or the unexpired portion of the Lease Term and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof. However, in the event that the condemning authority shall entertain such claim, Tenant shall have the right to prosecute a claim directly against the condemning authority for its trade fixtures, Tenant's business good will, and relocation costs, provided that no such claim shall diminish or otherwise adversely affect Landlord's claims and the claims of any mortgagees, ground lessors or owners of any interest in the Shopping Center.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

14.1 Consent Required. Tenant shall not, voluntarily, involuntarily or by operation of law, assign, pledge or encumber this Lease or any interest of Tenant herein, in whole or in part, or sublet the whole or any part of the Leased Premises, or permit any other persons to occupy the Leased Premises, without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall respond to any written request

for assignment or sublease within 15 business days of receiving all required information. Failure to respond shall be deemed approval.

14.2 Creditors. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to any assignee without the prior written consent of Landlord.

14.3 Assignment or Transfer by Landlord. Landlord shall have the right to assign, sell or transfer, subject to this Lease, any and all of its rights, title and privileges to the Leased Premises or this Lease. Upon Landlord's written notice to Tenant of any such sale, assignment or transfer, and upon assumption in writing by the vendee, assignee or transferee of all of Landlord's obligations hereunder arising after the date of such sale, assignment or transfer, Landlord shall be relieved of any liability arising after such date.

ARTICLE 15. UTILITIES

15.1 Tenant's Obligations. Tenant agrees to pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat, steam, hot and chilled water and other utilities supplied to the Leased Premises (whether prior to or during the Lease Term or subsequent thereto if relating to Tenant's use of the Leased Premises), which shall be separately metered and paid directly by Tenant. Tenant will indemnify and hold harmless Landlord from and against any loss, cost, liability and expense, including attorney's fees and expenses, in connection therewith. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants of the Shopping Center, Tenant will pay to Landlord, in addition to Tenant's payments of the separately metered charges, Tenant's pro rata share of the cost of utilities used in common with other tenants, based on the leasable square footage of floor space leased to each tenant using such common facilities, or such other basis as Landlord may reasonably determine. The Tenant's pro rata share does not change dependent upon vacancy at the Shopping Center.

ARTICLE 16. ESTOPPEL CERTIFICATE, ATTORNMEN AND SUBORDINATION

16.1 Estoppel. Tenant agrees, at any time and from time to time, as requested by Landlord or any Lender (as hereinafter defined), upon not less than ten (10) days' prior notice, to execute and deliver without cost or expense to the Landlord or such Lender an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which all fixed or Minimum Rent and any Additional Rent have been paid, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any of its obligations under this Lease, and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant thereto may be relied upon by any other person with whom Landlord or such Lender may be dealing.

16.2 Notice to Lender and Right to Cure. Once Tenant has received written notice identifying the name and address of any lender (a "Lender") holding a mortgage or deed of trust (a "Mortgage") on the property of which these premises form a part (the "Property"), Tenant agrees to notify such Lender by certified mail, return receipt requested, with postage prepaid, of any default on the part of Landlord under this Lease, and Tenant further agrees that, notwithstanding any provisions of this Lease, no cancellation or termination of this Lease and no abatement or reduction of the rent payable hereunder shall be effective unless the Lender has received notice of the same and have failed within thirty (30) days after the time when it shall have become entitled under the Mortgage to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion, provided that such period may be extended, if the Lender needs to obtain possession of the Property to cure such default, to allow the Lender to obtain possession of the Property provided the Lender commences judicial or nonjudicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion. It is understood that the Lender shall have the right, but not the obligation, to cure any default on the part of Landlord.

In the event that a Lender (or any person or entity to whom the Mortgage may subsequently be assigned) notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under this Lease to the Lender, Tenant shall honor such demand without inquiry and pay its rent and all other sums due under this Lease directly to the Lender or as otherwise required pursuant to such notice and shall not thereby incur any obligation or liability to Landlord.

16.3 Subordination and Attornment. Tenant agrees and acknowledges that this Lease is subordinate to the lien of any Mortgage, but that, at the Lender's election, this Lease may be made prior to the lien of any Mortgage, and in the event a Lender succeeds to the interests of Landlord under this Lease, then, at the Lender's election (a) Tenant shall be bound to the Lender under all of the terms, covenants and conditions of this Lease for the remaining balance of the term hereof, with the same force and effect as if the Lender were the lessor hereunder, and Tenant does hereby agree to attorn to the Lender as its lessor without requiring the execution of any further instruments immediately upon the Lender succeeding to the interests of Landlord under this Lease; provided, however, that Tenant agrees to execute and deliver to the Lender any instrument reasonably requested by it to evidence such attornment; and (b) subject to the observance and performance by Tenant of all the terms, covenants and conditions of this Lease on the part of Tenant to be observed and performed, the Lender shall recognize the leasehold estate of Tenant under all of the terms and conditions of this Lease for the remaining balance of the term with the same force and effect as if the Lender were the lessor under the Lease.

16.4 Execution. Tenant, upon request of Landlord or any party in interest, shall execute promptly such instruments or certificates as may be required to carry out the intent and effectuate the above provisions of this Article. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates.

16.5 Recording. This Lease shall not be recorded without the prior consent of Landlord.

ARTICLE 17. INDEMNIFICATION

Tenant shall protect, indemnify, save and keep harmless Landlord against and from all claims, loss, liability, cost, damage or expense (including attorneys' fees) in connection with any accident, personal injury or death, property damage occurring in, on or at the Leased Premises, or arising, directly or indirectly, out of or from Tenant's occupancy or use of the Leased Premises or the Shopping Center, the use of the utilities and fuel located therein or thereunder, any breach of this Lease, the business conducted in the Leased Premises, or if arising by reason of or relating to Tenant's failure to comply with any and all government laws, ordinances and regulations applicable to the condition or use of the Leased Premises, the compliance of which are Tenant's obligation under this Lease, or, without limiting the foregoing, as a result of any act or omission of Tenant, its employees, agents, invitees, subtenants, licensees, assignees or contractors. Tenant shall protect and save and keep Landlord harmless and indemnified against and from any penalty, damage or charges imposed for any violations of any law or ordinance. Tenant shall also protect, indemnify, save and keep harmless Landlord against and from any and all claims, loss, liability, cost, damage, liens or expense (including attorneys' fees) arising out of any failure of Tenant or its employees, agents, contractors or representatives in any respect to comply with and perform all the requirements and provisions of this Lease. Such indemnification shall include and apply to reasonable attorney's fees, investigation costs, and other reasonable costs actually incurred by Landlord. Tenant shall not be required to indemnify Landlord for losses arising from Landlord's gross negligence, willful misconduct, or pre-existing environmental conditions not caused by Tenant.

ARTICLE 18. MECHANIC'S LIEN OR CLAIMS

Tenant shall not permit to be created or to remain undischarged any lien, encumbrance or charge arising from or out of any work of any contractor, mechanic, laborer or materialman, which shall be or become a lien or encumbrance or charge upon the Leased Premises or the Shopping Center or the income therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, right and interest of Landlord in the Leased Premises or in the Shopping Center might be impaired. If any lien or notice of lien on account of an alleged debt of Tenant shall be filed against the Leased Premises or the Shopping Center, Tenant shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period provided, then Landlord, in addition to any other rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. In any such event, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Landlord and all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith, together with interest thereon, at the rate set forth in Section 27.7, from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall be paid by Tenant to Landlord on demand. Notwithstanding the foregoing, not less than five (5) days prior to the commencement of any work to be performed by or on behalf

of Tenant at the Leased Premises, Tenant shall notify Landlord of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work so that Landlord may avail itself of the provisions of any laws regarding the protection of Landlord's interest in the Leased Premises and the Shopping Center from mechanic's liens. During the progression of any such work on the Leased Premises, Landlord and its representatives shall have the right to go upon and inspect the Leased Premises at all reasonable times, and shall have the right to post and keep posted thereon notices regarding mechanic's liens or to take any further action which Landlord may deem to be proper for the protection of Landlord's interest in the Leased Premises and the Shopping Center.

ARTICLE 19. ACCESS TO LEASED PREMISES

Landlord and Landlord's authorized agents shall have the right, between the hours of 9 a.m. and 7 p.m. on Monday – Friday and upon prior notice of at least 24 hours (except for cases of emergency where no such notice shall be required), to enter upon the Premises from time to time in order to inspect the same and to perform any work therein as Landlord deems necessary, including without limitation, maintenance, repairs and replacements therein which Landlord deems appropriate, or for the purpose of showing the Premises to prospective purchasers, lessees or mortgagees, but this right shall be exercised in such a manner so as not to unreasonably interfere with Tenant's use and enjoyment of the Premises. In the event of an emergency, Landlord may enter the Leased Premises and take such steps as may be reasonably necessary to meet the emergency; to the extent such steps are taken, except in the case of repairs which are the responsibility of Landlord under this Lease, the cost thereof shall be paid by Tenant to Landlord on demand. This provision is not intended to nor shall impose any obligation upon Landlord to make such emergency repairs. During any such access, Landlord will not interfere with Tenant's business, except if necessary in case of emergency.

ARTICLE 20. SURRENDER OF LEASED PREMISES

20.1 Surrender by Tenant. Tenant shall deliver and surrender to Landlord possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the Lease Term.

20.2 Removal of Property. Tenant shall, at Tenant's sole cost and expense, remove all property of Tenant and all alterations, additions and improvements as to which Landlord shall have made the election provided in Section 8.2, shall repair all damage to the Leased Premises caused by such removal and restore the Leased Premises to the condition in which they were prior to the installation of the articles so removed. All costs associated with the repair of any damage caused by such removal shall be paid by Tenant. Any property not so removed at the expiration of the Lease Term and as to which Landlord shall have not made such election shall be deemed to have been abandoned by Tenant and to be Landlord's property and may be retained or disposed of by Landlord, as Landlord shall desire. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

ARTICLE 21. QUIET ENJOYMENT

Landlord agrees that if Tenant pays the Minimum Rent, Additional Rent and all other charges provided in this Lease, if any, and shall perform all of the covenants and agreements contained herein to be performed on Tenant's part, Tenant shall have the peaceable and quiet enjoyment and possession of the Leased Premises during the Lease Term, without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Leased Premises as shall be taken under the power of eminent domain and otherwise subject to the terms and provisions of this Lease, including without limitation the terms and provisions of any Mortgage.

ARTICLE 22. NOTICES

Any notice, consent, approval, waiver or other communication which Landlord or Tenant may be required or permitted to give to the other under the terms of this Lease shall be in writing and shall be deemed to be delivered upon receipt or refusal, if delivered by hand or by personal or overnight delivery service, with receipts for delivery, or upon deposit if mailed by certified or registered mail, return receipt requested, addressed if to Tenant, at the address of Tenant set forth in the preamble hereto, and if to Landlord, at the address of Landlord set forth in the preamble hereto.

ARTICLE 23. BROKERAGE

Tenant covenants, warrants and represents to Landlord that there was no broker, finder or other agent, instrumental in consummating this Lease and that no conversation or prior negotiations were had by Tenant with any broker, finder or agent concerning the renting of the Leased Premises. Each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fees resulting from the indemnitor's acts (including, without limitation, the cost of counsel fees in connection therewith).

ARTICLE 24. [INTENTIONALLY OMITTED.]

ARTICLE 25. TENANT'S ADDITIONAL AGREEMENTS

25.1 Affirmative Obligations. Tenant agrees, at its own cost and expense, to:

(1) Light Display Windows: keep the display windows and signs, if any, in or on the Leased Premises electrically lighted all days during which the majority of stores in the Shopping Center are open for business and during such other periods as Landlord may reasonably designate;

(2) Keep Premises Clean: keep the Leased Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition;

(3) Storing Merchandise: store, or stock in the Leased Premises only such merchandise as Tenant intends to offer for retail sale in or on the Leased Premises within a reasonable time after receipt thereof;

(4) Non-selling Space: use for office, clerical or other non-selling purposes only such space in the Leased Premises as is reasonably required to operate Tenant's business being conducted therein, and not perform therein any general overhead functions or functions for any other store of Tenant or for any other person;

(5) Keep Premises Attractive: maintain the Leased Premises and Tenant's personal property therein as an attractive shopping area in accordance with the general character of the Shopping Center and to that end Tenant shall repaint the interior of the Leased Premises and clean and replace carpeting or other floor covering on a regular basis;

(6) Labor Regulations: take no action which would violate Landlord's union contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of the Landlord or any tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other persons lawfully in and upon the Shopping Center, nor cause any impairment or reduction of the good will of the Shopping Center;

(7) Pay Taxes: pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business or upon Tenant's fixtures, furnishings or equipment in the Leased Premises;

(8) Pay License Fees: pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Tenant or any concessionaire of any business or undertaking authorized hereunder and conducted in the Leased Premises;

(9) Cleaning Program: participate in any window cleaning and exterminating program that may be established by Landlord for any businesses in the Shopping Center;

(10) Tenant's Fixtures: operate its business in the Leased Premises with adequate equipment which when initially installed, shall, be new, functional, sufficient and of first-class workmanship;

(11) Garbage: handle and dispose of all rubbish, garbage and waste from Tenant's operations in accordance with regulations established by Landlord and not permit the accumulation (unless in concealed metal containers to be located at the rear of the Leased Premises) or burning of any rubbish or garbage in, on or about any part of the Shopping Center.

25.2 Negative Obligations. Tenant agrees that it shall not at any time without first obtaining Landlord's consent:

(1) Not Change Exterior Architecture: except as provided in Section 29.1, change (whether by alteration, replacement, rebuilding or otherwise) the exterior color or architectural

treatment of the Leased Premises or of the building in which the same are located, or any part thereof;

(2) Not Use Sidewalks or Common Areas: except as provided in Section 7.1 and Section 31.20, use, or permit to be used, the sidewalk, or any other space outside, the Leased Premises for display, sale or any other similar activity;

(3) Not Use Roof: use, or permit to be used, for the storage of equipment, other than the accommodation of air conditioning equipment and satellite dishes, or for any other purpose whatsoever, the roof areas of the Leased Premises or the Shopping Center; allow any air conditioning service representative or any other person access to the roof without the prior written consent of Landlord;

(4) Not Misuse Plumbing Facilities: use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any garbage or other foreign substance therein, whether through the utilization of so-called "disposal" or similar units, or otherwise;

(5) No Liens without prior notification: subject any fixtures, furnishings or equipment in or on the Leased Premises which are affixed to the realty to any mortgages, liens, conditional sales agreements, security interests, encumbrances or the like, without prior notification to Landlord, except Landlord acknowledges that Tenant may enter into a personal property lease agreement or financing for its business, furnishings, and equipment to physically be located at the Leased Premises. If lender or equipment lessor requires a Landlord Waiver or Subordination Agreement to be signed by Landlord as acknowledgement of such, Landlord agrees to furnish the Landlord Waiver or Subordination Agreement;

(6) Not Damage the Premises: perform any act or carry on any practice which may damage, mar or deface the Leased Premises or any other portion of the Shopping Center;

(7) No Awnings: except as provided in Section 31.20, install any awnings in or on the Leased Premises which are visible to public view outside the Leased Premises without Landlord's prior written consent. Any awnings installed with prior approval from Landlord shall be installed at Tenant's sole cost and expense.

(8) Window Cleaning and Janitorial Services: permit window cleaning or other exterior maintenance and janitorial services in and for the Leased Premises to be performed, except by such persons as shall be approved by Landlord and except during hours designated for such purposes by Landlord;

(9) Freight Handling Equipment: use any fork-lift truck, tow truck or any other powered machine for handling freight in the interior delivery system, if any, except the truck passageway portion thereof, or in the Leased Premises;

(10) Not Exceed Floor Loads: place a load on any floor in the interior delivery system, if any, or in the Leased Premises exceeding the floor load per square foot which such floor was

designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight;

(11) Not Exceed Electrical Load: install, operate or maintain in the Leased Premises any electrical equipment which has not been approved by Landlord, in light of the overall system and requirements therefor in the Shopping Center;

(12) Not Permit Odors, Noise, etc.: Except for food cooking odors, suffer, allow or permit any offensive or obnoxious vibration, noise, odor or other undesirable effect to emanate from the Leased Premises, or any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort or convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others;

(13) Not Invalidate Insurance: use or occupy the Leased Premises or any part of the Shopping Center or do or permit anything to be done thereon in any manner which shall make it more difficult for Landlord or Tenant to obtain at standard rates any insurance required hereunder or desired, or which will invalidate or increase the cost to Landlord of any existing insurance, or which will cause structural injury to any building or Common Area, or which would constitute a public or private nuisance or which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state or municipal governments, of any department, subdivisions, bureaus or offices thereof, or of any other governmental public or quasi-public authorities now existing or hereafter created having jurisdiction in the Leased Premises or the Shopping Center;

(14) No Solicitation: solicit business or distribute advertising or promotional matter in the Common Areas; and

(15) Employee Parking: allow or permit any employee to park in any area other than as specifically designated by Landlord for employee parking.

(16) Theft or Burglary. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by any person into the Leased Premises or the Common Areas.

ARTICLE 26. BANKRUPTCY, DEFAULT, ETC.

26.1 Bankruptcy. Tenant shall be deemed in default hereunder if at any time during the term hereof there shall be filed against Tenant in any court pursuant to any statute of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or portion of Tenant's property, and within sixty (60) days thereof Tenant fails to secure a discharge thereof, or if Tenant shall make an assignment for the benefit of creditors, or file a petition in bankruptcy or insolvency or for the reorganization of or an arrangement of or the appointment of a receiver or trustee of all or a portion of Tenant's property. In the event Landlord cancels or terminates this Lease by virtue of a default under this Article, Landlord shall be entitled forthwith, notwithstanding any other

provisions of this Lease to the contrary to recover from Tenant as and for liquidated damages, an amount equal to the difference of the Rents reserved hereunder for the unexpired portion of the Lease term and the fair rental value of the Leased Premises at the time of termination for the unexpired term thereof, both discounted at the rate of four (4%) percent annum to present worth. In the absence of proof to the contrary, actual rental rates for the Lease Premises shall be conclusive of fair rental value. Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reasons of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

26.2 Default of Tenant. Tenant shall be in default under the terms of this Lease if:

(i) Tenant shall fail to pay when due the Minimum Rent or any Additional Rent or other charges due hereunder, but no default shall occur until after Landlord provides Tenant a five (5) day notice and opportunity to cure; or

(ii) Tenant shall fail to observe or perform any of the terms, covenants or conditions of this Lease other than those set forth in Subsection 25.2(i), and such failure shall continue after ten (10) days' notice thereof by Landlord, or, if the default is of such a nature that it cannot be cured within ten (10) days, if Tenant shall not have commenced the curing of such default within such five-day period and thereafter proceed diligently to cure the default; or

(iii) Tenant or any guarantor of this Lease (a "Guarantor") shall file a voluntary petition in bankruptcy or apply for reorganization or make an assignment for the benefit of creditors, or if any receiver or trustee is appointed for any of Tenant's (or any Guarantor's) property or business or any petition in bankruptcy is filed against Tenant (or any Guarantor), and such receiver, trustee or petition is not discharged within ninety (90) days; or

(iv) any final judgment against Tenant (or any Guarantors) is not satisfied within ninety (90) days or any execution or attachment is issued against Tenant (or any Guarantor) or Tenant's (or any Guarantor's) property and remains unsatisfied or undischarged for thirty (30) days; or

(v) Tenant shall vacate or abandon the Leased Premises.

26.3 Remedies of Landlord. Upon any default by Tenant as described in Section 25.2, Landlord shall have the immediate right to re-enter the Leased Premises by summary proceedings. Upon any default of Tenant as described in Section 25.2, Landlord shall also have the right, at its option, in addition to and not in limitation of any other right or remedy if the Lease Term shall not have commenced, to cancel this Lease by notice to Tenant, or, if the Lease Term shall have commenced, to serve upon Tenant a written notice that this Lease and the Lease Term will terminate on a date specified therein, which date shall be not less than seven (7) days after the serving of such notice, and, upon the date so specified, this Lease and the Lease Term shall terminate and expire as fully and completely as if such date were the day herein definitely fixed for the expiration of this Lease and the Lease Term, and thereupon Landlord shall have the

immediate right of re-entry and Tenant shall surrender the Leased Premises, but Tenant shall remain liable as provided below. If Tenant shall be served with a demand for the payment of past due rent, any payments tendered thereafter to cure any default by Tenant shall be made only by cashier's or certified check. In the event of any default, re-entry or termination or dispossession, by summary proceedings, (i) all Minimum Rent and Additional Rent due at the time of such default, re-entry, termination or dispossession shall be paid in full; and (ii) Tenant shall pay to Landlord all expenses, including court costs and attorneys' fees and disbursements incurred by Landlord in recovering possession of the Leased Premises; and (iii) Landlord may relet the Leased Premises or any part or parts thereof, for a term which at Landlord's option may be less than or exceed the period which would otherwise have constituted the balance of the Lease Term, and may grant concessions or free rent; and (iv) Tenant or the legal representative of Tenant also shall pay Landlord, as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, for each month of the period which would otherwise have constituted the balance of the Lease Term, the amount by which (x) the sum of the Minimum Rent and all Additional Rent which would have been due, exceeds (y) the net amount, if any, of the rents collected on account of the lease or leases of the Leased Premises. Any such liquidated damages shall be paid in monthly installments by Tenant on the day specified in this Lease for the collection of Minimum Rent, any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding, or, at Landlord's option, and if permitted by law, Tenant shall pay such deficiency on either of the accelerated bases, at the sole election of Landlord, as hereinafter set forth. In computing such liquidated damages there shall be added to such deficiency all expenses that Landlord may incur in connection with reletting, such as attorneys' fees and disbursements, brokerage and expenses of placing and keeping the Leased Premises in good order or of preparing the same for reletting as hereinafter provided and Landlord's costs of performing its covenants under the new lease of the Leased Premises to the extent that the same are greater than Landlord's duties hereunder. Landlord, at Landlord's option, may make such alterations, repairs, replacements or decorations in the Premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Unless otherwise required by law, Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent thereof under such reletting nor shall the refusal or failure of Landlord to relet the Leased Premises or any part or parts thereof release or affect Tenant's liability for damages. Notwithstanding anything contained herein to the contrary, in the event that this Lease is terminated pursuant to the provisions of this Lease, Landlord may recover from Tenant all damages it may sustain by reason of Tenant's default, including the cost of recovering the Leased Premises and attorneys' fees, and, upon so electing and in lieu of the damages that might otherwise be recoverable under this Section or Section 25.4, Landlord shall be entitled to recover from Tenant, as and for Landlord's damages, an amount equal to the total Minimum Rent and projected Additional Rent and charges for the entire remaining term of the Lease agreement of the parties. Said amount shall be due and payable in full upon the Tenant's breach of this Lease agreement. Landlord and Tenant specifically acknowledge that this remedy is a provision for liquidated damages and is not a penalty, that the damages which Landlord is likely to suffer should Tenant breach this Lease agreement are impossible to calculate at the time this agreement

is executed, and the parties have specifically negotiated this portion of the agreement. If, for any reason, it is determined that Landlord cannot collect the damages provided for in the immediately foregoing portion of this paragraph then Landlord shall be entitled to recover from Tenant, as and for Landlord's damages, an amount equal to the difference between the Minimum Rent and Additional Rent reserved under this Lease for the period which otherwise would have constituted the balance of the Lease Term and the then present rental value of the Leased Premises for such period, without discount to present worth, all of which shall immediately be due and payable by Tenant to Landlord.

26.4 Other Legal Remedies. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right and remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. Further, nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to or in lieu of the damages particularly provided for in Section 25.3 and otherwise herein, Landlord may lawfully be entitled at the time when such damages are to be proved, by reason of any default hereunder on the part of the Tenant.

26.5 Assumption By Trustee: Supplementing the provisions herein, Tenant acknowledges and agrees that:

(i) The term of this Lease shall expire on the earlier of (a) the lease expirations date set forth herein, or (b) the date of default not cured as provided herein; said term shall constitute the "stated term" within the meaning of Section 541 (b)(2) of the Bankruptcy Code (11 U.S.C.A.).

(ii) If a bankruptcy petition is filed by or against Tenant and the trustee in bankruptcy makes application to the Bankruptcy Court to assume or assign this Lease, it is understood and agreed by Landlord and Tenant that the trustee shall not have the right to assume or assign this Lease unless the trustee (a) promptly cures all defaults under this Lease, (b) promptly compensates Landlord for monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance.

(iii) Landlord and Tenant hereby agree in advance that adequate assurance of future performance, as used in section (ii) above, shall mean that all of the following criteria are met:

(a) the trustee must agree that Tenant's business shall be conducted in a first class manner, and that no liquidating sales, auctions, or other non-first class business operations shall be conducted on the Leased Premises;

(b) the trustee must agree that the assumption or assignment of this Lease will not violate or affect the rights of other tenants of the Landlord.

(iv) In the event that Tenant is unable to carry out its obligations or meet the criteria set forth in this Article, then Tenant agrees in advance that it has not met its burden of providing adequate assurance of future performance and this Lease may be terminated by Landlord in accordance hereof.

26.6 Waiver of Trial by Jury and Counterclaim. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, or any claim of injury or damage. Pursuant to Chapter 83, Florida Statutes, the landlord's acceptance of the full amount of rent past due, with knowledge of the tenant's breach of the lease by nonpayment, shall be considered a waiver of the landlord's right to proceed with an eviction claim for nonpayment of that rent. Acceptance of the rent includes conduct by the landlord concerning any tender of the rent by the tenant which is inconsistent with reasonably prompt return of the payment to the tenant.

26.7 Holding Over. If Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease, Tenant, at Landlord's election, may be deemed to be occupying the Leased Premises as a tenant from month-to-month, at a monthly rental equal to twice the sum of (i) the monthly installment of Minimum Rent payable during the last month of the Lease Term, and (ii) 1/12 of one hundred and twenty-five (125%) percent of Common Charges and Real Estate Taxes payable during the last year of the term. Such tenancy shall be subject to all of the other terms, provisions, conditions and obligations of this Lease insofar as they may be applicable to a month-to-month tenancy.

26.8 Waiver of Redemption. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease.

26.9 Late Payments. In addition to any other remedies available to Landlord hereunder, Tenant shall pay to Landlord a bookkeeping and processing charge equal to the greater of (i) 5% of any delinquent payment of Minimum Rent or Additional Rent or (ii) Two Hundred Fifty Dollars (\$250), when any such Minimum Rent or Additional Rent is paid more than ten (10) days after the due date thereof. Such payment shall be for the purpose of defraying the extra expense involved in processing, collecting and/or handling delinquent payments and shall be payable by Tenant to Landlord upon demand. Tenant also shall pay interest, at the annual rate of 15% or the highest rate allowed by law, whichever is less, on payments which are delinquent by more than ten (10) days and shall pay all attorneys' fees incurred by Landlord in the collection of past due rents with interest at the aforesaid rate. Notwithstanding the foregoing and pursuant to Florida law, in any action by Landlord which includes a claim for possession, the tenant shall pay into the registry of court the amount alleged in the complaint as unpaid, or if such amount is contested, such amount as determined by the court, and any rent accruing during

the pendency of the action, when due, unless Tenant has raised the defense of payment or satisfaction of the rent in the amount the complaint alleges is unpaid.

ARTICLE 27. LIMITED LIABILITY OF LANDLORD

27.1 Damage to Leased Premises. The Landlord and the Landlord's agents and employees shall not be liable for, and Tenant waives, any and all claims for damages to person and property or otherwise sustained by Tenant or Tenant's agents, employees, assigns, licensees, concessionaires, invitees or any person claiming through said parties resulting from any accident or occurrence in or upon the Leased Premises, or any part of the Shopping Center, unless such claim is the result of the gross negligence or willful act of Landlord and its agents and employees. Said waiver shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air conditioning, plumbing, sewer, water system or installations or from the operation of said equipment or installation, or damage by fire, steam, broken glass, ice, water, snow, gas entering the Leased Premises or for the acts, omissions or negligence of trespassers or other occupants of the Shopping Center. Should damages be caused by common and proper maintenance negligence by the Landlord or its agent, the Landlord will be responsible.

27.2 Definition of Landlord. The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession, for the time being, of the building in which the Leased Premises are located so that, in the event of any sale of such building, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder arising after the date of transfer and it shall be deemed without further agreement between the parties and such purchaser that the purchaser has assumed and agreed to observe and perform all obligations of Landlord hereunder arising after the date of transfer.

27.3 Non-recourse to Landlord. It is specifically understood and agreed that neither Landlord, nor any partner of Landlord, shall have any personal liability with respect to any of the terms, covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of any claims which it may have against Landlord.

ARTICLE 28. RIGHT TO CURE DEFAULTS

If Tenant shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then Landlord shall have the right, at its option and in addition to any other remedies it has under this Lease and without hereby waiving such default, to cure such breach at Tenant's expense without notice in the case of emergency and in any other case if such default continues after five (5) days written notice by Landlord. Tenant agrees to reimburse Landlord (as Additional Rent) for all costs and expenses incurred as a result thereof together with interest thereon at the rate set forth in Section 25.7 promptly upon demand.

ARTICLE 29. SIGNS

29.1 Installation. Tenant may install and maintain, at its own cost and expense, signs in and on the Leased Premises and on the highest available space on the Shopping Center's pylon monument signage, to the maximum extent permitted by local law, provided the same is approved by Landlord as to dimensions, content, material, location and design, which approval shall not be unreasonably delayed or withheld. Tenant will be allowed the maximum signage of shop face frontage in accordance with all local codes utilizing Bliss Café standard signage, logos and trademarks. Tenant agrees that no signs shall be installed on the Leased Premises, on the building in which the Leased Premises are located, or on the pylon monument sign until all approvals and permits from all governmental agencies having jurisdiction are first obtained and copies thereof delivered to Landlord together with evidence of payment for any fees pertaining to Tenant's signs. Landlord shall not charge any fees of any kind for review of Tenant's signage or for use of the pylon monument signage.

Tenant shall be permitted to install "Coming Soon" and "Now Open" signs and banners during the period before and after opening, subject to city and county approvals, along with Landlord prior approval.

29.2 General Provisions. Tenant shall procure appropriate workmen's compensation and liability insurance policies covering the installation and maintenance of any signs, and all such policies or certificates of such policies shall be delivered to Landlord prior to the commencement of any work and shall provide that such policies are not cancelable, except upon ten (10) days' written notice to Landlord. In the event Landlord shall deem it necessary to remove such sign or signs in order to paint or make any repairs, alterations or improvements in and upon the Leased Premises, or the building in which same is situated, or any part thereof, Landlord shall have the right to do so, provided the same be removed and replaced at Landlord's expense, whenever such repairs, alterations or improvements shall have been completed.

ARTICLE 30. REPRESENTATIONS AND WARRANTIES

30.1 Representations and Warranties of Tenant. Tenant represents and warrants to the Landlord as follows:

(i) The execution, delivery and performance by the Tenant of this Lease have been duly authorized by all necessary action and do not and will not require any consent or approval which has not been obtained.

(ii) The execution, delivery and performance by the Tenant of this Lease does not and will not (a) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Tenant, (b) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Tenant is a party, or (b) except as may be provided herein, result in the creation or imposition of any lien, charge or encumbrance of any

nature whatsoever on any assets or properties of the Tenant which may be affect its ability to perform under its obligations hereunder.

(iii) The Tenant is not in material default under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any indenture, agreement, lease or instrument by which it is bound.

(iv) No authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary to the valid execution, delivery or performance by Tenant of this Lease.

(v) The Tenant has filed all tax returns (Federal, state and local) required to be filed and paid all taxes shown thereon to be due, including interest and penalties, or provided adequate reserves for payment thereof.

30.2 Representations and Warranties of Landlord. The Landlord represents and warrants that this Lease is the legal, valid and binding obligation of the Landlord and that it has the full right, power and authority to lease the Leased Premises to the Tenant as provided in this Lease.

ARTICLE 31. MISCELLANEOUS PROVISIONS

31.1 Easement for Pipes. Tenant shall permit Landlord or its designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires, in, to and through the Leased Premises, as and to the extent that Landlord may now or hereafter deem it to be necessary or appropriate for the proper operation and management of the Shopping Center. All such work shall be done in such manner as to avoid unreasonable interference with Tenant's use of the Leased Premises.

31.2 Environmental Matters. (a) Tenant agrees that it shall comply with all local, state and federal laws, rules and regulations dealing with the manufacture, generation, use, storage, treatment, transportation, disposal, release or removal of hazardous substances, materials, pollutants, contaminants, wastes, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., The Federal Water Pollution Control Act, 33 U.S.C. 1231, et seq., the Emergency Planning and Community Right to Know Act, 33 U.S.C. 11000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., and the Clean Air Act, 42 U.S.C. 7401 et seq., as such laws may be amended or modified, whether such laws are presently in existence or promulgated during the Lease Term, and all rules and regulations promulgated hereunder ("Environmental Laws"). Without limiting the foregoing, Tenant agrees that it will (i) give written notice to Landlord at least seven (7) days in advance of any manufacture, generation, use, storage, treatment, transportation, disposal, release or removal of Hazardous Substances from or on the Leased Premises, (ii) give written notice to Landlord within two (2) days of receipt of any notice of violation, claim, suit or investigation relating to Hazardous Substances, (iii) immediately notify Landlord of any Hazardous Substance spill, release or discharge at or affecting the Leased

Premises and immediately clean up any such spill, release or discharge in compliance with all applicable Environmental Laws, (iv) not use or employ the property, facilities, equipment or services of the Shopping Center to manufacture, generate, use, transport, store, treat or dispose of or release Hazardous Substances, whether or not they were generated or produced on the Leased Premises, and (v) defend, indemnify and hold harmless Landlord against any and all claims, damage, liability and costs (including reasonable attorney and expert fees and cleanup costs) which Landlord may suffer, incur or pay resulting from or arising out of any manufacture, generation, use, storage, treatment, transportation, disposal, release or threat of release of Hazardous Substances from or on the Leased Premises or the Shopping Center as a result of Tenant's actions or actions of Tenant's agents, employees, guests or invitees. Landlord shall indemnify and hold harmless Tenant against any and all claims, damage, liability and costs (including reasonable attorney and expert fees and cleanup costs) which Tenant may suffer, incur or pay resulting from or arising out of any manufacture, generation, use, storage, treatment, transportation, disposal, release or threat of release of Hazardous Substances from or on the Leased Premises or the Shopping Center as a result of Landlord's actions or actions of Landlord's agents, employees, guests or invitees. "Hazardous Substances" means and includes all toxic or hazardous substances, materials, chemicals, contaminants, pollutants, and wastes, of whatever kind or nature, regulated under, defined in, or listed in any Environmental Laws. Hazardous Substances include, without limitation, asbestos, PCBs, CFCs, petroleum and lead-based paint.

(b) If Tenant fails to fully comply with the terms of this Section, Landlord may, at its option, perform any or all of Tenant's obligations thereunder and all costs and expenses incurred by Landlord (including reasonable attorney and expert fees and cleanup costs) in connection therewith shall be deemed to be Additional Rent payable by Tenant on demand therefor.

(c) The terms of this Section 30.2(a) and (b) shall survive the expiration or termination of this Lease.

31.3 Force Majeure. The provisions of this Section shall be applicable if there shall occur during the Lease Term, or prior to the Lease Commencement Date, any (i) strike, lockout or labor dispute; (ii) the inability to obtain labor or materials, or reasonable substitutes therefor; (iii) Acts of God, adverse weather conditions, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty or other conditions similar to those enumerated in this item (iii) beyond the reasonable control of the party obligated to perform; or (iv) delays due to the act or omission of the other party. If Landlord or Tenant shall, as the result of any of the above described events, fail punctually to perform any obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any above described event. Notwithstanding anything herein contained, however, (a) the provisions of this Section shall not be applicable to Tenant's obligation to pay Minimum Rent or Additional Rent or any other charge required to be paid by Tenant hereunder, and (b) with

respect to any other obligation of Tenant pursuant to this Lease, only the events described in item (iii) of the first sentence of this Section shall be deemed to excuse performance for the purposes of this Section.

31.4 Waste or Overloading. Tenant shall not injure, overload, deface or harm the Leased Premises nor allow or suffer any waste thereto. Tenant shall not commit any nuisance on or emit any objectionable noise in or from the Leased Premises.

31.5 Landlord's Costs. Any reference contained in this Lease to "costs incurred by Landlord" or "expenses incurred by Landlord" or similar reference shall be deemed to include all costs and expenses incurred by Landlord, Landlord's agents and employees.

31.6 Attorney's Fees. Should it be necessary for Landlord to employ legal counsel to enforce any of the provisions of this Lease, Tenant agrees to pay all reasonable attorneys' fees and other costs and expenses including court costs incurred. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all reasonable attorneys' fees and other costs and expenses incurred in connection with such action or proceeding, including the cost of appeal, if any.

31.7 Authority. Tenant represents and warrants that it has full right, power and authority to execute this Lease for the Term hereof, and that the execution, delivery and performance of this Lease by Tenant has been duly authorized and approved by any applicable governing body of Tenant.

31.8 Right to Show Premises. Landlord may show the Leased Premises to prospective purchaser or mortgagees; and, during the three (3) months prior to termination of this Lease, to prospective tenants, during business hours on reasonable notice to Tenant. Landlord shall use reasonable efforts to minimize interference with Tenant's business. During the last three (3) months of the term of this Lease, Landlord may display signs stating the Leased Premises are for rent or sale, and affix said signs to the exterior of the Leased Premises.

31.9 Sampling. Tenant shall have the right to offer or distribute product samples outside of the Leased Premises or over the counter inside the Leased Premises.

31.10 No Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

31.11 Headings. The headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

31.12 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable,

the remainder of this Lease, or the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31.13 Successors and Assigns. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Landlord and Tenant.

31.14 Guarantors. If, in connection with the execution of this Lease, Landlord requires a Guarantee of Lease as in the form attached to as Exhibit B executed by the Guarantor simultaneously with this Lease, and (i) Landlord, in its sole judgment, determines that the creditworthiness, economic strength, or financial state of either Guarantor falls below a level than is acceptable to Landlord; or (ii) a bankruptcy proceeding is filed by or against either Guarantor; (iii) a Guarantor breaches the Guarantee; or (iv) a Guarantor dies; then Landlord may at any time and upon prior written demand to Tenant, require Tenant to (a) replace the Guarantee with a Guarantor acceptable to Landlord.

31.15 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

31.16 Complete Agreement. This writing contains the entire agreement between the parties hereto, and no agent, representative, salesperson or officer of Landlord hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No amendment or modification of this Lease shall be binding unless such amendment or modification is in writing and signed by the party against whom such amendment or modification is being enforced. Tenant further agrees that this Lease shall have no force or validity until and unless it is returned to Tenant duly executed by Landlord.

31.17 Corporate or Other Authority. If the Tenant is a corporation or other entity, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with the Charter, By-Laws or other governing documents of said entity and that this Lease is a valid and binding obligation of Tenant and any Guarantor of this Lease, enforceable in accordance with its terms.

31.18 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be in the County where the Leased Premises are located.

31.19 Termination in the Event of Adverse Government Regulations: In the event that any federal, state and/or local legislation is passed affecting Tenant's profitability, Tenant may terminate this lease.

31.20 Exhibits. The following Exhibits are attached to this Lease and are made a part of this Lease by this reference:

- Exhibit A - Leased Premises (Site Plan)
- Exhibit B - Guarantee of Lease

Landlord and Tenant have duly executed this Lease.

Landlord:

Rangeline Road Holdings, LLC

Date: 09/15/25

by: 

David A. Corsetti

its: Majority Member

Tenant:

Emerald Coast Restaurants, LLC

Date: 9/12/25

By: 

Printed Name: Tasha C. P.

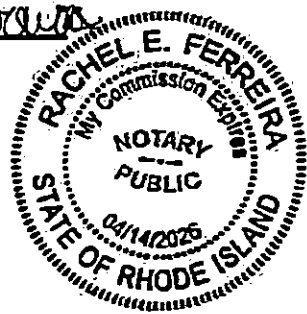
Title: Owner

STATE OF Rhode Island
COUNTY OF Providence

On the 15th day of Sept., 2025, before me personally came DAVID CORSETTI, to me known, who, being by me duly sworn, did depose and say that he is the majority member of Rangeline Road Holdings, LLC, and that he executed the foregoing instrument with authority on behalf of said organization.

Rachel E. Ferreira
NOTARY PUBLIC

ID#: 768577



STATE OF _____
COUNTY OF _____

On the _____ day of _____, 2025, before me personally
came _____ of Emerald Coast Restaurant, LLC, to me known to be the
individual described in, and that he executed the foregoing instrument.

NOTARY PUBLIC

EXHIBIT A

Site Plan

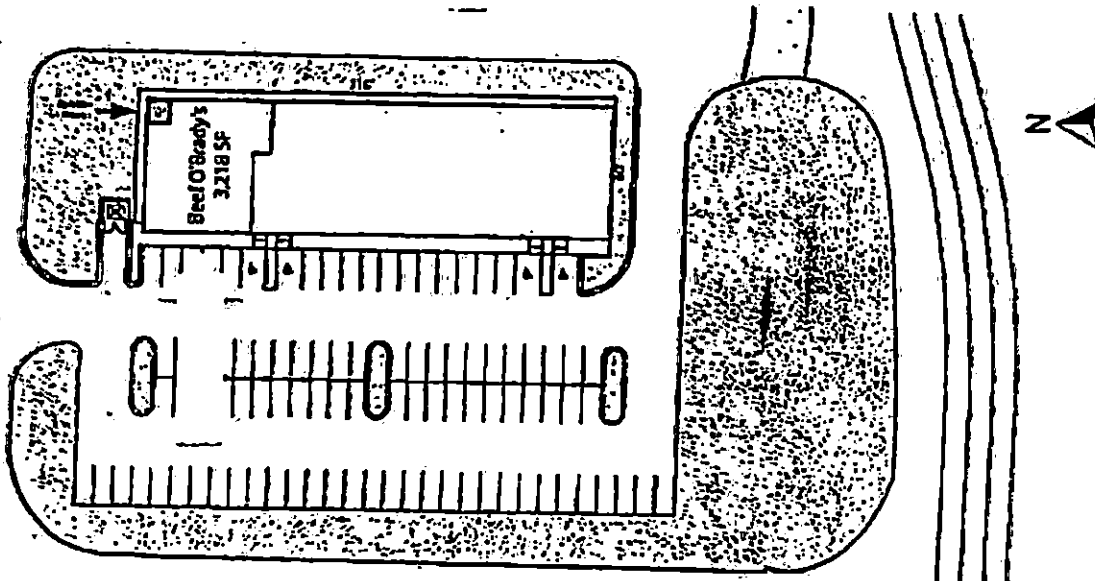


EXHIBIT B

GUARANTEE OF LEASE

WHEREAS a certain lease of even date herewith has been or will be executed by and between **Rangeline Road Holdings, LLC** therein and herein referred to as "Landlord" and, **Emerald Coast Restaurant, LLC dba Beef O Brady's** therein and herein referred to as "Tenant", covering certain premises as defined in the Lease.

WHEREAS the Landlord requires as a condition to its execution of said Lease, that the undersigned guarantee the full performance of the obligations of Tenant under the Lease for a period of Five (5) years after the Rent Commencement Date.

NOW, THEREFORE, in consideration of the execution of said Lease by Landlord, the undersigned hereby unconditionally guarantees the full performance of each and all of the terms, covenants and conditions of said Lease together with its amendments to be kept and performed by said Tenant, including but not limited to the payment of all rentals and other charges to accrue thereunder, but only for ten (5) years after the Rent Commencement Date of the Lease. The undersigned further agrees as follows:

1. That this Guarantee of Lease shall continue in favor of the Landlord notwithstanding any extension, modification, or alteration of said Lease entered into by and between the parties thereto, or their successors or assigns, or notwithstanding any assignment of said Lease, with or without the consent of the Landlord, and no extension, modification, alteration or assignment of the above referred to Lease shall in any manner release or discharge the undersigned and it does hereby consent thereto.

2. Within ten (10) days after any request by Landlord, Guarantor shall deliver to Landlord the most recent financial statements of Guarantor certified by Guarantor under oath to be true, complete and correct. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by Tenant or a trustee in bankruptcy of Tenant.

3. Landlord may, without notice, assign this Guarantee of Lease in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned hereunder.

4. The liability of the undersigned under this Guarantee of Lease shall be primary in that in any right or action which shall accrue to Landlord under the Lease, the Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against the Tenant.

5. To pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby

guaranteed or in enforcing this Guarantee of Lease against the undersigned, individually and jointly.

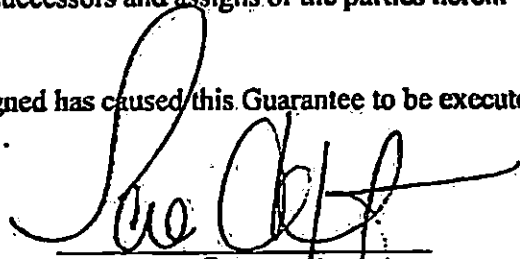
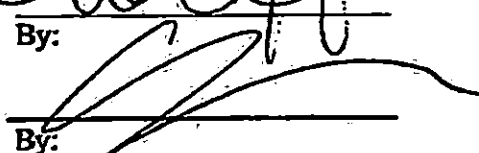
6. That it does hereby waive notice of any demand by the Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease.

7. Guarantor's obligations under this Guarantee of Lease shall be limited to an amount equal to twenty-four (24) months' rent and Additional Rent due at the time of the default, as described in the Lease Agreement executed of even date herewith.

8. This Guarantee of Lease shall automatically terminate four (5) years after the Rent Commencement Date.

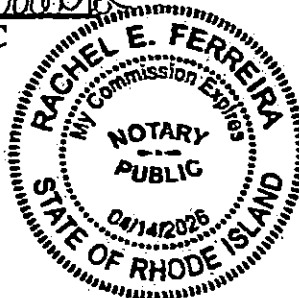
The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed as of the date noted below.

By: 
By: 

STATE OF
COUNTY OF Providence

On the 15th day of September, 2025, before me personally came David Corsetti to me known to be the individual described in, and who executed the foregoing instrument and acknowledged to me that they executed same.

Rachel E. Ferreira
NOTARY PUBLIC
ID# 768577




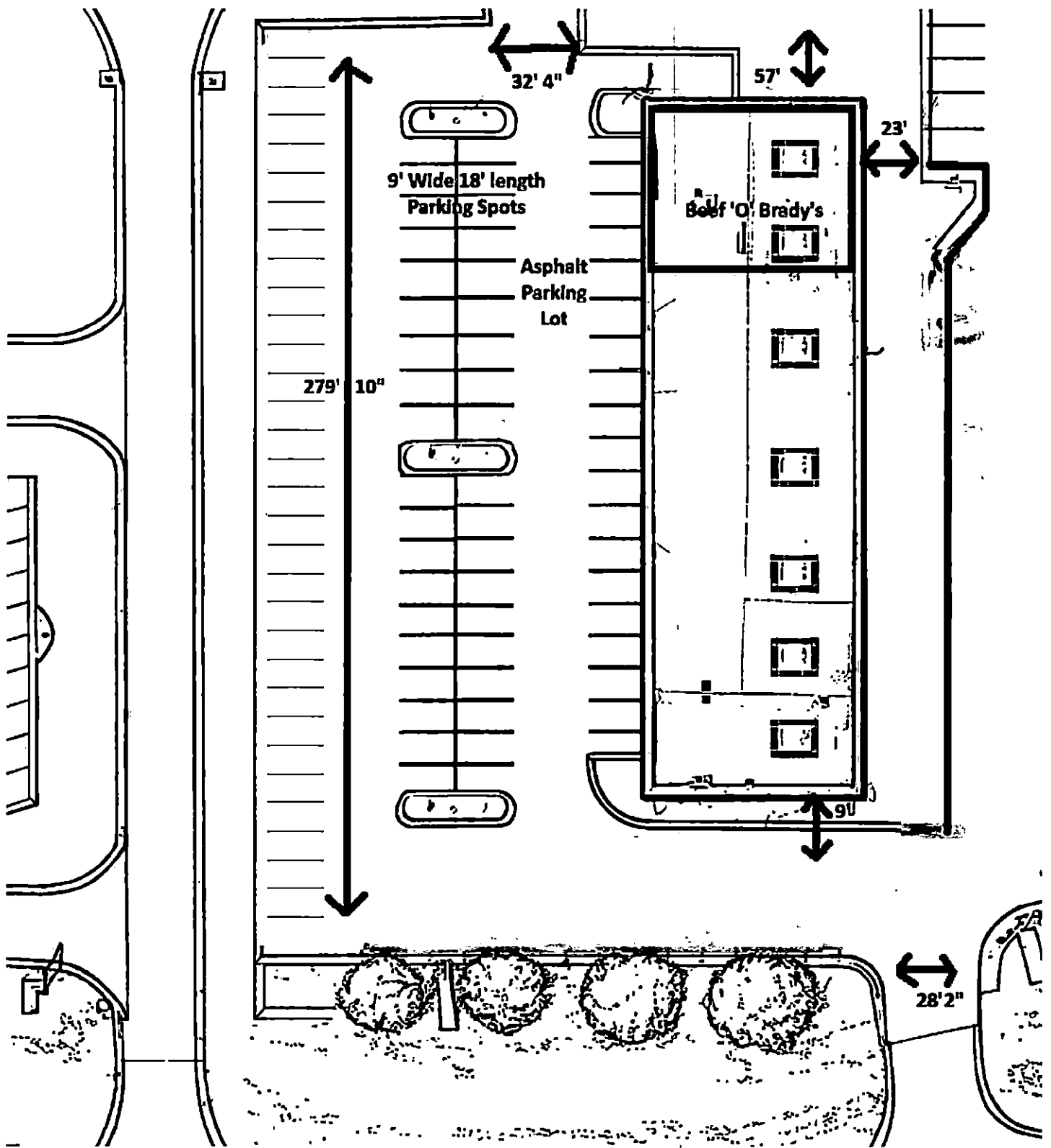
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Emerald Coast Restaurants LLC				Trade Name (DBA) Beef & Bradys			
Company Physical Address (Street Address, Suite #) 4419 Rangeline Rd STE F				City Mobile	State AL	Zip Code 36619	
Business Contact Person Information Name: Tara Cliff				Title: owner	Phone:	Email:	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3218	Parking Provided 11+	Parking Required 11	Compliance yes	Zoning B3	Approved yes ✓		
Comments							
Print Name: Samara Walley				Signature: Samara Walley	Date: 1/27/26		

| Planning and Zoning





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-162266-2025

Issue Date: 10/13/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305380004004.002.	4419 Rangeline Rd F	F

Business Name	Issued To	Zoning Districts
BEEF O BRADYS	Name: Tara Cliff Company: Beef O Brady's Address: 4419 Rangeline Rd F MOBILE, AL 36619 Phone: () -	B-3

This Zoning Classification Allows the property to be used for:

RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Samara Walley

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2451 McArthur Street, f/k/a Avenue

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2451 McArthur Street, f/k/a Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2451 McArthur Street, f/k/a Avenue** to be \$4,500.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$4,500.00 shall constitute a special assessment against the property at structure **2451 McArthur Street, f/k/a Avenue** and being that property more particularly described as follows:

LOTS 70 & 71 BLK 2 1ST EXT ST STEPHENS HIGHLANDS MBK 3 P 675 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel No.: **29 02 44 0 009 235.XXX**

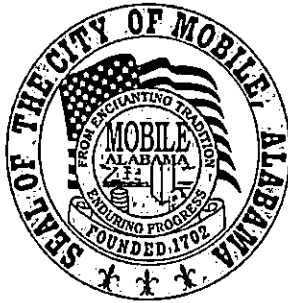
Owner: **MOSE STEVEN JEROME JR
C/O WARREN ASHLEY LACRETIA
2608 ESAU AVE
MOBILE AL 36617-1707**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2451 McArthur Street, f/k/a Avenue**, for the proposed amount of **\$4,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-103-24

LOCATION:
2451 McArthur Street f /k/a Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOTS 70 & 71 BLK 2 1ST EXT ST STEPHENS HIGHLANDS MBK 3 P 675
#SEC 44 T4S R1W #MP29 02 44 0 009**

Parcel Number: 29 02 44 0 009 235.XXX

Amount: \$4,300.00 *\$4,500.00*

**Assessed: MOSE STEVEN JEROME JR C/O WARREN ASHLEY LACRETIA
2608 ESAU AVE
MOBILE AL 36617-1707**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', written over the 'Sincerely yours,' text.

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

CC: James Roberts, David Daughenbaugh, City Council Member Cory Penn, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
607 Belsaw Avenue

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **607 Belsaw Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **607 Belsaw Avenue** to be **\$2,650.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,650.00** shall constitute a special assessment against the property at structure **607 Belsaw Avenue** and being that property more particularly described as follows:

LOTS 7 & 8 BLK 2 DIXIE PARK MBK 3 PG 273 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel No.: **29 07 25 0 002 021.**

Owner: **TAYLOR MARY
556 GWIN ST
MOBILE AL 36617-3609**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **607 Belsaw Avenue**, for the proposed amount of **\$2,650.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November 20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-010-25

LOCATION:
607 Belsaw Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been ~~demolished~~ and the property owners should be assessed as indicated:

**Legal Description: LOTS 7 & 8 BLK 2 DIXIE PARK MBK 3 PG 273 #SEC 25 T4S R1W
#MP29 07 25 0 002**

Parcel Number: 29 07 25 0 002 021.

Amount: \$ 2,450.00 — \$2,650.00

Assessed: TAYLOR MARY
556 GWIN ST
MOBILE AL 36617-3609

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the typed name.

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

CC: James Roberts, David Daughenbaugh, City Council Member Samantha Ingram, Marcus Dixon

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
560 Cedar Avenue

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **560 Cedar Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **560 Cedar Avenue** to be **\$3,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,400.00** shall constitute a special assessment against the property at structure **560 Cedar Avenue** and being that property more particularly described as follows:

LOT 7 BLK 8 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel No.: **29 06 13 0 003 146.XXX**

Owner: **ROSE ESTHER MARIE
12706 BENTON PARK LN
TOMBALL TX 77377-4056**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **560 Cedar Avenue**, for the proposed amount of **\$3,400.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November 20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-132-24

LOCATION:
560 Cedar Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 7 BLK 8 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06
13 0 003**

Parcel Number: 29 06 13 0 003 146.XXX

Amount: ~~\$3,200.00~~ \$3,400.00

**Assessed: ROSE ESTHER MARIE
12706 BENTON PARK LN
TOMBALL TX 77377-4056**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

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

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

CC: James Roberts, David Daughenbaugh, City Council Member Samantha Ingram, Marcus Dixon

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
500 Chin Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **500 Chin Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **500 Chin Street** to be **\$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,200.00** shall constitute a special assessment against the property at structure **500 Chin Street** and being that property more particularly described as follows:

LOT 7 BLK 1 EAST HIGHLANDS S/D DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel No.: **29 02 44 0 003 078.**

Owner: **TOWNER LEMORA
C/O RICHARD TOWNER
13123 ARCTURUS AVE
GARDENA CA 90249-1619**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **500 Chin Street**, for the proposed amount of **\$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November 20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-008-25

LOCATION:
500 Chin Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 7 BLK 1 EAST HIGHLANDS S/D DBK 156 P 594 #SEC 44 T4S R1W
#MP29 02 44 0 003**

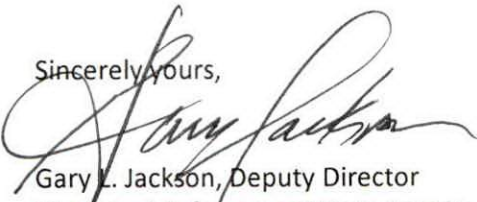
Parcel Number: 29 02 44 0 003 078.

Amount: ~~\$4,000.00~~ \$4,200.00

Assessed: TOWNER LEMORA
C/O RICHARD TOWNER
13123 ARCTURUS AVE
GARDENA CA 90249-1619

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


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

CC: James Roberts, David Daughenbaugh, City Council Member Samantha Ingram, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
310 Rylands Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **310 Rylands Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **310 Rylands Street** to be **\$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,700.00** shall constitute a special assessment against the property at structure **310 Rylands Street** and being that property more particularly described as follows:

ALL PT OF LOTS 24 & 25 SQ 32 DBK 99 NS P 242-3 M/P DESC THAT LOT OF LAND ON E/S OF RYLANDS LN BDED BY LINE BEG AT S/E COR OF BASIL ST & RYLANDS LN TH RUNS ALG E/L OF RYLANDS LN 104.0 FT TO PT TH CONT S ALG E/L OF RYLANDS LN 27.8 FT TO PT TH WITH DEFL ANG OF 75 DEG 31 MIN TO LT RUN ELY 92.1 FT TO TP ON LINE OF FENCE LOCATED ON E/L OF LOT 24 TH WITH DEFL ANG OF 88 DEG 26 MIN TO LT RUN NLY ALG LINE OF FENCE & ALG E/L OF LOT 24 DIS OF 24.0 FT TO PT TH WITH DEFL ANG OF 89 DEG 48 MIN TO LT RUN WLY DIS OF 98.7 FT TO PT ON E/S OF RYLANDS LN & POB #SEC 40 T4S RIW #MP29 06 40 0 007

Parcel No: 2 **9 06 40 0 007 049.XXX**

Owner: **KOF CHURCH INC
PO BOX 66358
MOBILE AL 36606**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **310 Rylands Street**, for the proposed amount of **\$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November 20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-135-24

LOCATION:
310 Rylands Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: ALL PT OF LOTS 24 & 25 SQ 32 DBK 99 NS P 242-3 M/P DESC THAT LOT OF LAND ON E/S OF RYLANDS LN BDED BY LINE BEG AT S/E COR OF BASIL ST & RYLANDS LN TH RUN S ALG E/L OF RYLANDS LN 104.0 FT TO PT TH CONT S ALG E/L OF RYLANDS LN 27.8 FT TO PT TH WITH DEFL ANG OF 75 DEG 31 MIN TO LT RUN ELY 92.1 FT TO TP ON LINE OF FENCE LOCATED ON E/L OF LOT 24 TH WITH DEFL ANG OF 88 DEG 26 MIN TO LT RUN NLY ALG LINE OF FENCE & ALG E/L OF LOT 24 DIS OF 24.0 FT TO PT TH WITH DEFL ANG OF 89 DEG 48 MIN TO LT RUN WLY DIS OF 98.7 FT TO PT ON E/S OF RYLANDS LN & POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 049.XXX

Amount: ~~\$ 2,500.00~~ \$2,700.00

Assessed: KOF CHURCH INC
PO BOX 66358
MOBILE AL 36606

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the typed name and title.

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

CC: James Roberts, David Daughenbaugh, City Council Member Samantha Ingram, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
658 South Carolina Street

Sponsored by: Councilmember C. J. Small, District 3

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **658 South Carolina Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **658 South Carolina Street** to be **\$5,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$5,700.00** shall constitute a special assessment against the property at structure **658 South Carolina Street** and being that property more particularly described as follows:

LOT 2 SQR 3 OF SIMS 2ND ADD DBK 120 N S P 486 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel No.: **29 10 37 0 003 043.XXX**

Owner: **POWELL CHARLES O &
ROBERTA CC/O WILLIAM P. COOK
3489 ROBIN POINT DR
DECATUR GA 30034-4806**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **658 South Carolina Street**, for the proposed amount of **\$5,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November 20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-082-24

LOCATION:
658 South Carolina Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 2 SQR 3 OF SIMS 2ND ADD DBK 120 N S P 486 #SEC 37 T4S R1W
#MP29 10 37 0 003**

Parcel Number: 29 10 37 0 003 043.XXX

Amount: ~~\$5,500.00~~ \$5,700.00

**Assessed: POWELL CHARLES O & ROBERTA CC/O WILLIAM P. COOK
3489 ROBIN POINT DR
DECATUR GA 30034-4806**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

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

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, Marcus Dixon

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1053 Bay Avenue

Sponsored by: Councilmember C. J. Small, District 3

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1053 Bay Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1053 Bay Avenue** to be **\$3,900.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,900.00** shall constitute a special assessment against the property at structure **1053 Bay Avenue** and being that property more particularly described as follows:

LOT 15 BLK E OAK HILL SUB DBK 85 P 380 #SEC 7 T4S R1W #MP29 10 27 4 000

Parcel No.: **29 10 27 4 000 116.XXX**

Owner: **RICHARDSON FELIX &
1461 HOMESTEAD DR W
SEMMES AL 36575-7542**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 3, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1053 Bay Avenue**, for the proposed amount of **\$3,900.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

November 20, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-072-24

LOCATION:
1053 Bay Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 15 BLK E OAK HILL SUB DBK 85 P 380 #SEC 27 T4S R1W #MP29 10
27 4 000**

Parcel Number: 29 10 27 4 000 116.XXX

Amount: ~~\$3,700.00~~ \$3,900.00

**Assessed: RICHARDSON FELIX J &
1461 HOMESTEAD DR W
SEMMES AL 36575-7542**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

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

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Pafenbach, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: January 26, 2026
SUBJECT: Repeat Weed Lien Invoices G-96

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 96. Please place these on the City Council's Agenda for February 3, 2026.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

Marchetta Laine 1-27-26



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

January 23, 2026

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **96** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **9/30/2025**

Date lot was cut: **1/16/2026** Contractor: **Mr. Nicholas Shelly**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	5	\$ 100.00	\$ 500.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,614.56



SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
January 23, 2026

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **96** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056
WOODLAWN DR S**

Nuisance Date: **9/30/2025**

Date lot was cut: **1/16/2026** Contractor: Mr. Nicholas Shelly

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	5	\$ 100.00	\$ 500.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 2,233.06

Shelley Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

January 23, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **96** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050
DAUPHIN ISLAND PKWY**

Nuisance Date: **9/30/2025**

Date lot was cut: **1/16/2026** Contractor: Mr. Nicholas Shelly

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	5	\$ 100.00	\$ 500.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00

Total Project Cost: \$ 2,903.14



SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$2,000.00 to **HOPE for ALL Gulf Coast**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **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 January 23, 2026.*

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: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate \$2,000.00 to **HOPE for ALL Gulf Coast***, from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Events Mobile, Inc.**, 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 January 23, 2026.*

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



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 TRP Construction Group

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TRP Construction Group for road striping materials and
services for Traffic Engineering
CIP Citywide Roadway Striping

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,206,453.41

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>6938</u>	2026	(2060) TRAFFIC ENGINEERING	ROAD STRIPING MATERIALS AND SERVICES FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$1,206,453.41	<u>(297978) TRP CONSTRUCTION GROUP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved
--	---

Page 1

Vendor
 TRP CONSTRUCTION GROUP
 2411 MINNIS DR

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

FORT WORTH, TX 76117

MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Tel#334-663-9685

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 MOBILIZATION	AS PER ALABAMA STATE CONTRACT MA 210000000202-012-2 7.00 EACH	EXPIRES 04-21-2026 3472.88000	24310.16
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			24310.16
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002 AW THERMO 5" SOLID WHITE	55.00 MILE	5556.60000	305613.00
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			305613.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

003 AW THERMO SOLID 5" BROKEN WHITE	15.00 MILE	2315.25000	34728.75
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			34728.75
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004 AW THERMO 5" DOTTED WHITE 2' 4"	10000.00 LINEARFOOT	5.79000	57900.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			57900.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

005 AW THERMO 5" DOTTED WHITE 3'9"	4000.00 LINEARFOOT	2.32000	9280.00
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			9280.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

=====	=====
Bill To	Requisition 00006938-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
TRP CONSTRUCTION GROUP
2411 MINNIS DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

FORT WORTH, TX 76117

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Tel#334-663-9685

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/20/26	297978				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
006 AW THERMO 5" SOLID YELLOW	50.00	5556.60000	277830.00
	MILE		

1 2000.80.00.0000.0000.0000.0000.42200.	
E RWS08 .PROFTECHNC.	277830.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

007 AW THERMO 5" BROKEN YELLOW	20.00	2315.25000	46305.00
	MILE		

1 2000.80.00.0000.0000.0000.0000.42200.	
E RWS08 .PROFTECHNC.	46305.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

008	AW THERMO DOTTED YELLOW 2' 4"	7000.00	5.79000	40530.00
	LINEARFOOT			

1	2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			40530.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

009	AW THERMO HANDWORK MARKINGS	30000.00	6.95000	208500.00
	SQ FT			

1	2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			208500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

010 AW THERMO HANDWORK LEGENDS	7000.00 SQ FT	6.95000	48650.00
1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			48650.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

011 SINGLE LANE CLOSURE	30.00 EACH	2894.06000	86821.80
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			86821.80

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

012 DOUBLE LANE CLOSURE	15.00 EACH	4398.98000	65984.70
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			65984.70
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	1297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			1206453.41

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

Account	Amount	Remaining Budget
E RWS08 .PROFTECHNC.	1206453.41	16399.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	1206453.41	3073570.58
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	01/21/26	ADAM SPENCE	Auto approved by: 91054000
Approved	01/21/26	JENNIFER WHITE	
Approved	01/21/26	BRENDA RHODES	
Approved	01/21/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/21/26	RELYA MALLORY	Auto approved by: 910511034
Unknown	01/29/26	SANDRA LEWIS	
Approved	01/29/26	DONALD ROSE	Auto approved by: 910518227
Approved	01/29/26	SANDRA LEWIS	
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/29/26	JAMES NEESE	Auto approved by: 910518227
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	01/29/26	ANNE FOLEY	Auto approved by: 910518227
Approved	01/29/26	JOHN PAINE	Auto approved by: 910518227

Contract Header

Contract

Traffic Striping/Pavement Amendment #2

Supplier

TRP Construction Group, LLC

Linked Solicitation

NA

Public Comments

NA

Type

Master Agreement

Contract Code

210000000202-012-2

Sourcing Number

NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

5/30/2023

End Date

4/21/2026

Documents

- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [210000000202-012-2_Traffic_Striping_Amendment__2_2023-2024_pricing_V1.pdf](#)

Items

Item Name	Product Code	UOM	
MOBILIZATION	210000000202-012-1-1	3,472.88	Each
TRAFFIC CONTROL-SINGLE LANE CLOSURE	210000000202-012-1-2	2,894.06	Each
TRAFFIC CONTROL-	210000000202-012-1-3	4,398.98	Each

- [210000000202-012-2_Traffic_Striping_Main_Contract_V1.pdf](#)

Item Name	Product Code		UOM
DOUBLE LANE CLOSURE			
TRAFFIC CONTROL-TRIPLE LANE CLOSURE	210000000202-012-1-4	5,788.13	Each
SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-5	926.10	Mile
BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-6	439.90	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 2'	210000000202-012-1-7	1.16	Foot
WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-8	5.79	Foot
SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-9	926.10	Mile
BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-10	439.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-11	1.16	Foot
TRAFFIC CONTROL MARKING, CLASS 1, TYPE A	210000000202-012-1-12	4.05	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202-012-1-13	4.63	Square Foot
REMOVAL SOLID CLASS 1,	210000000202-012-1-14	1,504.91	Mile

Item Name	Product Code	UOM
TYPE A TRAFFIC STRIPING		
REMOVAL BROKEN CLASS 1, TYPE A TRAFFIC STRIPING	210000000202- 012-1-15	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202- 012-1-16	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-17	5.79 Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A	210000000202- 012-1-18	3.47 Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202- 012-1-19	4.63 Square Foot
SOLID WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-20	1,273.39 Mile
BROKEN WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-21	607.75 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-22	1.74 Foot
WIDE DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE. 3'	210000000202- 012-1-23	5.79 Foot
SOLID YELLOW CLASS 1H, TYPE A	210000000202- 012-1-24	1,273.39 Mile

Item Name	Product Code	UOM
TRAFFIC STRIPE		
BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-25	607.75 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-26	1.74 Foot
TRAFFIC CONTROL MARKING, CLASS 1H, TYPE A	210000000202-012-1-27	4.63 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1H, TYPE A	210000000202-012-1-28	4.63 Square Foot
REMOVAL SOLID CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-29	1,504.91 Mile
REMOVAL BROKEN CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-30	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC	210000000202-012-1-31	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE 3	210000000202-012-1-32	5.79 Foot
REMOVAL TRAFFIC CONTROL MARKINGS,	210000000202-012-1-33	4.63 Square Foot

Item Name	Product Code		UOM
CLASS 1H/1HAW, TYPE A			
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1H/1HAW, TYPE A	210000000202- 012-1-34	4.63	Square Foot
SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-35	3,183.47	Mile
BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-36	1,736.44	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 2	210000000202- 012-1-37	2.32	Foot
WIDE DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-38	5.79	Foot
SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-39	3,183.47	Mile
BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-40	1,736.44	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-41	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2, TYPE A	210000000202- 012-1-42	5.79	Square Foot
TRAFFIC CONTROL LEGEND,	210000000202- 012-1-43	5.79	Square Foot

Item Name	Product Code	UOM
CLASS 2, TYPE A		
REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-44	1,504.91 Mile
REMOVAL BROKEN CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-45	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2/2AW, TYPE A TRAFFIC	210000000202- 012-1-46	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-47	5.79 Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2/2AW, TYPE A	210000000202- 012-1-48	4.63 Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2/2AW, TYPE A	210000000202- 012-1-49	4.63 Square Foot
SOLID WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-50	2,199.49 Mile
BROKEN WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-51	1,157.63 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-52	2.32 Foot
WIDE DOTTED WHITE, CLASS 2T, TYPE A	210000000202- 012-1-53	5.79 Foot

Item Name	Product Code		UOM
TRAFFIC STRIPE. 3'			
SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-54	2,199.49	Mile
BROKEN YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-55	1,157.63	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-56	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2T, TYPE A	210000000202-012-1-57	5.79	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202-012-1-58	5.79	Square Foot
REMOVAL SOLID CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202-012-1-59	1,504.91	Mile
REMOVAL BROKEN CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202-012-1-60	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-61	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE. 3'	210000000202-012-1-62	5.79	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2T, TYPE A	210000000202-012-1-63	4.63	Square Foot

Item Name	Product Code	UOM	
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202- 012-1-64	4.63	Square Foot
SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-65	18,522.00	Mile
BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-66	6,714.23	Mile
NORMAL WIDTH DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-67	8.10	Foot
WIDE DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-68	5.79	Foot
SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-69	18,522.00	Mile
BROKEN YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-70	8,334.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-71	8.10	Foot
BROKEN BLACK, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-72	6,714.23	Mile
NORMAL WIDTH DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE 2	210000000202- 012-1-73	9.26	Foot

Item Name	Product Code	UOM
WIDE DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-74	5.79 Foot
TRAFFIC CONTROL MARKING, CLASS W, TYPE A	210000000202- 012-1-75	27.78 Square Foot
TRAFFIC CONTROL LEGEND, CLASS W, TYPE A	210000000202- 012-1-76	32.41 Square Foot
REMOVAL SOLID CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-77	2,286.31 Mile
REMOVAL BROKEN CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-78	2,286.31 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS W/WAW, TYPE A TRAFFIC	210000000202- 012-1-79	5.79 Foot
REMOVAL WIDE DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-80	1.16 Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS W/WAW, TYPE A	210000000202- 012-1-81	4.63 Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS W/WAW, TYPE A	210000000202- 012-1-82	5.79 Square Foot
PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	210000000202- 012-1-83	6.95 Each

Item Name	Product Code	UOM
PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	210000000202-012-1-84	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-A	210000000202-012-1-85	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-B	210000000202-012-1-86	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	210000000202-012-1-87	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	210000000202-012-1-88	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	210000000202-012-1-89	6.95 Each
SOLID WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-90	3,935.93 Mile
BROKEN WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-91	1,134.47 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-92	4.63 Foot
WIDE DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-93	2.32 Foot
SOLID YELLOW CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-94	3,935.93 Mile
BROKEN YELLOW, CLASS 1HAW, TYPE A	210000000202-012-1-95	1,134.47 Mile

Item Name	Product Code	UOM
TRAFFIC STRIPE		
NORMAL WIDTH DOTTED YELLOW, CLASS 1HAW, TYPE A TRAFFIC	210000000202-012-1-96	4.63 Foot
TRAFFIC CONTROL MARKING, CLASS 1HAW, TYPE A	210000000202-012-1-97	6.95 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1HAW, TYPE A	210000000202-012-1-98	6.95 Square Foot
SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-99	5,556.60 Mile
BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-100	2,315.25 Mile

1 2 >



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Intergovernmental Agreement with Mobile County District Attorney's Office to provide funding assistance for crime prosecution of the 13th Judicial Circuit.

Amount of Contract:

NTE \$1,100,000.00 per year for a period of 3 years

Funding Source

General Fund / Public Safety - Prosecutorial Services

ATTACHMENTS:

1. Resolution MCDA Intergovernmental 2026
2. 2026 Intergovernmental Agreement 1000000 2026-01-23 v.2

REVIEWERS:

Patricia Primm
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA , that the Mayor and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Mobile County District Attorney's Office and the City of Mobile, for the purpose of providing funding assistance for crime investigation, prevention and prosecution in the Circuit Courts and District Courts of the 13th Judicial Circuit, and to perform all acts necessary as outlined in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Intergovernmental Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY DISTRICT ATTORNEY'S OFFICE
AND
THE CITY OF MOBILE, ALABAMA

This Agreement is between the Office of the Mobile County District Attorney ("MCDA") and the City of Mobile, Alabama ("City") for the public purpose of providing funding assistance for crime prosecution in all Courts of the 13th Judicial Circuit. To that end, the parties agree as follows:

1. Funding Amount.

City agrees to provide funding assistance to MCDA in a sum not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) per year for a period of three (3) years, for a total amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000.00) under this Agreement.

2. Appropriations Contingency.

Notwithstanding any provision of this Agreement to the contrary, the City's obligation to make payments under this Agreement is expressly contingent upon the lawful appropriation of funds by the Mobile City Council for each applicable fiscal year. Nothing herein shall be construed to obligate the City to make any payment in the absence of such appropriation.

3. Use of Funds.

MCDA agrees to use the funds received from the City exclusively for its operations in support of crime investigation, crime prevention, and crime prosecution.

4. No Continuing Obligation.

MCDA and City agree that this Agreement does not obligate either party to provide permanent or additional funding beyond the term of this Agreement.

5. No Agency or Joint Venture.

The parties agree that nothing herein shall make MCDA an agent or joint venturer of the City for any purpose.

6. Disbursement of Funds.

Upon full execution of this Agreement by both parties (the "Effective Date"), the funds shall be disbursed in three (3) annual payments of One Million One Hundred Thousand Dollars (\$1,100,000.00), following presentation by MCDA of an invoice requesting the initial disbursement, and thereafter upon presentation of an invoice after each anniversary of the Effective Date.

7. Termination.

The City may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days' written notice to MCDA. The City may terminate this Agreement immediately upon written notice if MCDA materially breaches any provision of this Agreement. Upon

termination, MCDA shall refund to the City any unexpended funds or any funds expended for purposes not authorized by this Agreement, in accordance with Section 8.

8. Records and Audit.

MCDA shall maintain complete and accurate records relating to the receipt and use of funds provided under this Agreement and shall make such records available to the City for inspection or audit upon reasonable notice during normal business hours, for the term of this Agreement and for three (3) years thereafter.

9. Compliance with Law / Non-Discrimination.

MCDA agrees that it will comply strictly with all applicable state and federal laws, rules, and regulations, and shall assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, or any other characteristic protected under applicable law.

10. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions or understandings. This Agreement may be amended only by a written instrument executed by both parties.

11. Non-Waiver

Failure of the City to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

DATE _____

ATTEST:

BY: _____
Its City Clerk

OFFICE OF MOBILE COUNTY DISTRICT ATTORNEY

By: _____
KEITH BLACKWOOD
Mobile County District Attorney

DATE



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Foreign Trade Zone Operator Agreement with Austal USA, LLC to utilize Foreign Trade Zone No. 82

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - FTZ Operator Agreement Austal USA 2026
2. Austal FTZ Operator Agreement 1.29.26

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Foreign-Trade Zone Operator Agreement between City of Mobile and Austal USA, LLC, in which the City grants the Operator the right to utilize the real property located Foreign-Trade Zone No. 82, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

CITY CLERK

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the 15th day of January, 2026, the City of Mobile, an Alabama Class 2 municipal corporation; hereinafter referred to as "City" or "Grantee", and Austal USA, LLC qualified to do business in Alabama hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82; and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, certain facilities of Operator, said facilities including but not limited to 100 Austal Way, Mobile AL 36602-245, are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the 15th day of January, 2026, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule. Notwithstanding the foregoing, one year from the effective date of this Agreement, any party hereto shall have the absolute right and authority to terminate this Agreement, without cause and without liability to any other party hereto, upon giving one hundred and eighty (180) days advance, written notice of such termination to all parties.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said

operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-

Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, its elected officials, directors, officers, agents, representatives, and employees, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold City, its elected officials, directors, officers, agents, representatives, and employees harmless from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border

Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million (\$3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City- thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at

law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use its best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations

hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
3705 Riviere du Chien Road
Mobile, Alabama 36693

Copy to:

City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

Name Tom Petruzelli

Sr Manager Logistics & Material Austal USA

(251) 434-8000 Ext 1496

Email tom.petruzelli@austalusa.com

Copy to: Greg McLaney

Director of Material Program Management Austal USA

Email greg.mclaney@austalusa.com

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

Austal USA

BY: Spiro N. Cheriogotis
Mayor

BY: 
Its: Sr. Manager Material and Logistics

Attest:

Lisa Carroll
City Clerk

Exhibit “A”

**Mobile Foreign-Trade Zone
Schedule of Non-Manufacturing Fees**

OPERATOR FEE

Amount:

- Option A: \$35.00 per transaction; or
- Option B: \$833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:

Transactions 41 through 60	\$20.00 each
Transactions 61 through 100	\$15.00 each
Transactions 101 and over	\$10.00 each

- Option C: \$2000.00 per month, which includes an unlimited number of transactions.

Payable: Fixed monthly fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. Operator fees commence upon activation by the U.S. Customs Service.

For: Routine Foreign-Trade Zone operations

**Mobile Foreign-Trade Zone
Schedule of Fees for
Manufacturing/Production Operators**

ANNUAL OPERATOR FEES

The fee for the first year of operations shall be \$15,000.00.

The fee for each subsequent year shall be determined by the level of Zone-related activity for the previous year.

Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	Annual Fee
Less than \$50,000	\$0
\$50,000 to \$1,999,999	\$5,000.00
\$2 million to \$4,999,999	\$10,000.00
\$5 million to \$9,999,999	\$15,000.00
\$10 million to \$25 million	\$20,000.00
Over \$25 million	\$25,000.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Barry Glisson, Interim Chief - Fire

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To amend Contract with Miovision Technologies US, LLC, for emergency-vehicle traffic-signal preemption services, to extend the contract for an additional six years, with one optional extension year, increase service from 19 to 53 intersections, and 10 to 34 fire apparatus, add a one-time fee of \$130,674.00, and increase annual amount to \$25,760.00

Amount of Contract:

\$285,234.00 over 6 years

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Miovision MFRD Agenda Package

REVIEWERS:

Donald Rose
Cherlina Monteiro
Donna Bryars
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: January 27, 2026
Date

Item No. _____

Submitted by: MFRD
Department

Barry Glisson
Department Head

Sponsored by: Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: Curtis Graves
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Fire Apparatus Traffic Signal Preemption Technology

PURPOSE & SCOPE OF PROJECT:

To amend Contract with Miovision Technologies US, LLC, to extend the contract for an additional six years, with one optional extension year, increase service from 19 to 53 intersections, and 10 to 34 fire apparatus, add a one-time fee of \$130,674.00, and increase annual amount to \$25,760.00

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$285,234.00 over 6 years

FUNDING SOURCE:

Budget Item: General fund.

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement

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

How many bidders submitted bids (if applicable): _____

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to an agreement, by and between the City of Mobile and Miovision Technologies US LLC, for emergency vehicle traffic preemption services, in an amount not to exceed \$ 285,234.00, as appropriated funds are available, to extend the duration of the agreement for six additional years, with the option to further extend the agreement for one additional year without further approval by Council, and to add additional intersections and apparatus, as outlined in the agreement amendment attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

FIRST AMENDMENT TO MASTER SALE OF GOODS AND SERVICES AGREEMENT

This first amendment ("Amendment 1") is made as of the date of last signature ("Amendment 1 Effective Date"), to the Master Sale of Goods And Services Agreement effective December 6, 2021 (the "Agreement"), by and between Miovision Technologies US, LLC (formerly Global Traffic Technologies, LLC, now "Miovision US") and City of Mobile, Alabama ("Customer").

Recitals

WHEREAS, Customer has executed the above-referenced Agreement in order to provide for Products and/or Services to be delivered by MIOVISION US;

AND WHEREAS, the parties wish to further modify certain terms and provisions of that Agreement as of the Amendment 1 Effective Date.

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

1. Customer and Miovision entered into an Agreement for professional services dated December 6, 2021. This agreement entailed the preemption, upfit, and maintenance of 19 intersections; it also provided legacy controllers for 10 apparatus.
2. Customer and Miovision wish to amend the Agreement to continue the provision of said hardware and software services to expand the total number of intersections to 53 and the total number of controller upgrade apparatus to 34.
3. Miovision is uniquely qualified to provide hardware and software products which provide emergency vehicle preemption equipment for traffic signal controller interfacing. Said hardware and software are manufactured and distributed by Miovision Technologies US, LLC, and it is therefore in a unique position to provide services related to its products.
4. The parties agree to extend the Term for an additional six (6) years ("Initial Renewal Term"), renewable for an additional one (1) year thereafter ("Second Renewal Term" and collectively with the Initial Term are referred to as the "Renewal Term") without further action by the parties.
5. The parties agree to terminate and replace the Proposal in Schedule A of the Agreement with the attached Scope of Services and Fee Schedule A-1 which outlines the Products and/or Services to be provided and the applicable Fees during the Renewal Term. Customer agrees to pay Miovision per the terms of Schedule A, attached hereto. This includes a one-time, upfront fee of one hundred and thirty thousand, six-hundred and seventy-four dollars (\$130,674.00), in addition to an annual subscription of twenty-five thousand, seven hundred and sixty dollars (\$25,760.00), for a six-year total of two hundred and eighty-five thousand, two hundred and thirty-four dollars (\$285,234.00).
6. Schedule B, Section 21 (Termination) shall be removed in its entirety and replaced with the following:

21. **TERMINATION.** Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receive of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis,

leaving no successor in interest or by the Customer, (d) for convenience, upon ninety (90) calendar days written notice to Miovision. Upon such termination for convenience, Customer shall pay to Miovision and Miovision shall accept as full payment for its Products and/or Services, a sum of money equal to all fees incurred as of the date of termination plus the remaining subscription of the then current Renewal Term.

7. Miovision is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor.
8. Miovision shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

By signing below, the parties are agreeing to the terms and conditions of the Agreement, as amended by this Amendment 1.

IN WITNESS WHEREOF and intending to be legally bound, the parties have caused this Amendment 1 to the Agreement to be executed by their duly authorized representatives.

CITY OF MOBILE, ALABAMA

MIOVISION TECHNOLOGIES US, LLC

By: _____

By: 

Name: _____

Name: Kurtis McBride

Title: _____

Title: CEO

Date: _____

Date: Dec 29, 2025

Province of Ontario
Region of Waterloo

I, the undersigned Notary Public, in and for said region and province, hereby certify that Kurtis McBride whose name as CEO of Miovision Technologies US, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In witness whereof, I hereunto set my hand and official seal on this 29th day of December, 2025.

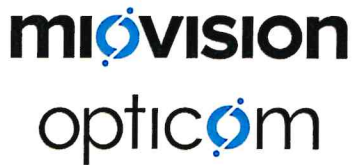


Notary Public
Christopher Runstedler

My commission expires: N/A



Exhibit A
SCHEDULE A-1
(FOLLOWS ON THE NEXT PAGE)



Miovision Technologies US, LLC.
 801 Transfer Road, Unit G02
 St. Paul, MN, 55114, US

Bill To	Ship To	Estimate Number	Date	Expires
Mobile (AL) City of Mobile P.O. Box 389 Mobile, Alabama 36601 United States	Mobile (AL) Traffic Engineering 852 Gayle Street Mobile, Alabama 36604 United States	Q-46536	10/7/2025	1/4/2026
Customer	Procurement Method	Term: For Ongoing Services (Years)		
Mobile (AL)		6		

Mobile Vehicles	Assuming customer has Samsara units on all vehicles. Customer will provide their own wiring of units.				
Product Name	Term (Years)	Annual Unit Price	Total Unit Price	Qty	Total
Opticom Vehicle Access Fee	6	\$280.00	\$1,680.00	39	\$65,520.00
Configuration, Opticom Software-only Vehicle			\$135.00	39	\$5,265.00
Mobile Vehicles TOTAL:					\$70,785.00

Mobile Intersections	Intersection Hardware configuration will be done through CTC				
Product Name	Term (Years)	Annual Unit Price	Total Unit Price	Qty	Total
Opticom Intersection Access Fee	6	\$280.00	\$1,680.00	53	\$89,040.00
Miovision Core			\$3,000.00	34	\$102,000.00
Miovision Core Priority IO Cable			\$36.00	34	\$1,224.00
Configuration, Opticom Software-only Intersection			\$127.50	34	\$4,335.00
Installation and Configuration, Opticom Traffic Cabinet Equipment			\$525.00	34	\$17,850.00
Mobile Intersections TOTAL:					\$214,449.00
One Time Total:					USD 130,674.00
Annual Total:					USD 25,760.00
Total:					USD 285,234.00

Please reference estimate number **Q-46536** when submitting all purchase orders

Proposal Notes:

General Notes:

The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the Master Sale of Goods and Services Agreement between the parties with an Effective Date of December 6, 2021 ("MSA"). If Customer issues a purchase order, any additional, inconsistent or conflicting terms appearing in the purchase order shall be of no force or effect and shall not amend this order.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

When an Opticom vehicle modem is not on the quote:

- Quote assumes the cellular modem is configured such that the Opticom vehicle kit has the ability to communicate to the cloud-hosted Opticom centralized software.

For Configuration, Intersections (Centralized):

- Quote assumes a VPN connection between the cloud-hosted Opticom centralized software application and the traffic network(s) of the targeted intersections.
- Quote assumes purchaser is responsible for network communication to the intersection controllers. Any troubleshooting of issues due to purchaser-initiated network changes will be billed on a time and materials basis.
- Quote assumes all intersections included in this quote are network-connected by the purchaser, with at least 5Mbps and maximum average latency of 200ms.
- Quote assumes intersection controllers are capable of receiving an NTCIP 1202/1211 preemption request from the Opticom centralized system.
- Quote assumes intersection controllers follow the NTCIP 1202/1211 standard, per the published specification.
- Proprietary implementations of NTCIP 1202/1211 or other protocols for network-based preemption requests are not included in this quote.

EXHIBIT B – EVIDENCE OF INSURANCE

INSURANCE Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

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

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

- b. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- c. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile, , *except professional liability insurance and workers' compensation insurance.*
- 2. Additional Insured - All policies of insurance shall be endorsed to name the City of Mobile as an Additional Insured, *except professional liability insurance and workers' compensation insurance.*
- 3. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile *except professional liability insurance and workers' compensation insurance.*
- 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.



MIOVTEC-01

DDHARMESH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

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

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

PRODUCER Aon Risk Services Central, Inc. 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis, MN 55437	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED Miovision Technologies US LLC Transfer Rd. Unit G02 Saint Paul, MN 55114	INSURER B : Chubb Insurance Company of Canada	
	INSURER C : Hartford Insurance Company of Illinois	38288
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			36079180ECE	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7363-77-57	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			79889390	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	☒ 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	01WECAX6H6C	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As respects to Umbrella Liability, Policy Number 79889390, Aon Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Canada is the broker for the defined policies.

City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 389 Mobile, AL 36601	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>



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Miovision Technologies US LLC Transfer Rd. Unit G02 Saint Paul, MN 55114
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

E&O-PL-Primary
Policy number: **PSO0140509824**
Policy term: **10/01/2025-10/1/2026**
UW: **Lloyd's Syndicate No. 1988**
Coverages:
Aggregate Limit: **\$5,000,000**
Each Claim: **\$5,000,000**
Deductible: **\$10,000**

Cyber Liability
Policy number: **82639570**
Policy term: **10/01/2025-10/01/2026**
UW: **Chubb Insurance Company of Canada**
Coverages:
Aggregate Limit: **\$5,000,000**
Per Occurrence: **\$5,000,000**
Deductible: **\$100,000**

Policy Conditions

Endorsement

Policy Period OCTOBER 1, 2025 TO OCTOBER 1, 2026

Effective Date OCTOBER 1, 2025

Policy Number 3607-91-80 WCE

Insured MIOVISION TECHNOLOGIES US HOLD CO.

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued OCTOBER 28, 2025

This Endorsement applies to the following forms:

PROPERTY DECLARATIONS
LIABILITY DECLARATIONS

The Named Insured is amended to include the following:

Named Insured

MIOVISION TECHNOLOGIES US HOLD CO.
MIOVISION TECHNOLOGIES US LLC (FEIN 56-2660311)
CJ HENSCH & ASSOCIATES, INC. (FEIN 76-0582628)
TRAFFIC TECHNOLOGY SERVICES INC. (FEIN 46-5691647)
MIOVISION TECHNOLOGIES INCORPORATED

All other terms and conditions remain unchanged.

Authorized Representative



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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-691-461760-025
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Schedule

Person or Organization:

Any person or organization that qualifies as an additional insured as required under a written agreement executed prior to loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 01 WEC AX6H6C

Endorsement Number:

Effective Date: 05/01/25 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Miovision Technologies US, LLC
801 TRANSFER RD UNIT G02
SAINT PAUL MN 55114

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Named Insured

Miovision Technologies Incorporated

Policy No

82639570

Producer

04863-999

Aon Reed Stenhouse Inc.

Policy Period

October 1, 2025 to

October 1, 2026

Insured By

Chubb Insurance Company of Canada

Commission %	
DigiTech® Enterprise Risk Management	15%

Named Assured and Mailing Address:

Miovision Technologies Incorporated
137 Glasgow Street, Suite 110
Kitchener, Ontario
N2G 4X8

Attached to and forming part of
Policy No.: 82639570

Name and Mailing Address of Producer:

Aon Reed Stenhouse Inc.
255 Queens Avenue
London, Ontario
N6A5R8

Chubb Insurance Company of Canada
199 Bay Street, Suite 2500 P.O. Box 139, Commerce
Court Postal Station
Toronto, Ontario M5L 1E2

Policy Period:

From: October 1, 2025 12:01 A.M.

To: October 1, 2026 12:01 A.M. Standard Time

Payment

The premium reflects amendment(s) effective January 2, 2026.

Premium due as a result of the amendment(s) is: No Change in Premium.

Reference

Added Entity to Form PFC 49380 Notice to Third Party.

If you have any questions, please contact your producer.

Issue date: January 8, 2026



Authorized Representative

Policy Period	From: October 1, 2025	To: October 1, 2026
Effective Date	January 2, 2026	
Policy Number	82639570	
Insured	Miovision Technologies Incorporated	
Name of Company	Chubb Insurance Company of Canada	
Date Issued	January 8, 2026	Endorsement No. 21

This Endorsement applies to the following forms:

PF-48336C Chubb DigiTech® Enterprise Risk Management Policy

NOTICE TO THIRD PARTY

It is agreed that the **Insurer** will provide notice to the party scheduled below if this **Policy** is cancelled or non-renewed by the **Named Insured**; or if coverage is reduced or restrictively modified during the **Policy Period**, within thirty (30) days of such event taking effect:

City of Mobile, Alabama

P.O. Box 389 Mobile, Alabama 36601 United States

Provided, however, that:

- a. the above contact information, that was provided to the **Insurer** by the **Organization**, is current and correct; and
- b. any failure or imperfect compliance by the **Insurer** to notify the above scheduled party shall not:
 1. impair or delay the effectiveness of any such cancellation, non-renewal or modification in coverage;
 2. imply any reliance by the scheduled party upon the **Insurer**; or
 3. grant any rights to the scheduled party under this **Policy**.

All other terms and conditions of the **Policy** remain unchanged.



President

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

MIOVISION TECHNOLOGIES US HOLD CO.
801 TRANSFER RD
UNIT G02
SAINT PAUL, MN 55114

Policy Number 3607-91-80 WCE

Effective Date OCTOBER 1, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**GREAT NORTHERN
INSURANCE COMPANY**

Producer No. 0018884

*Incorporated under the laws of
INDIANA*

Producer AON RISK SERVICES CENTRAL INC/GAB
5600 W 83RD ST, STE 1100
MINNEAPOLIS, MN 55437-0000

Policy Period

From: OCTOBER 1, 2025 **To:** OCTOBER 1, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium Payment

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

Premium Audit

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

Certificate Or Handling Fees

If Equipment Breakdown coverage is provided on this policy, additional certificate or handling fees may be imposed during the policy term as respects to certification of pressure vessels as mandated by State or local jurisdictional authorities.

Payment Plan - Annual

Premium Summary
(continued)

TOTAL (Excluding Taxes, Surcharges and Fees) **\$ 0**

NOTICE OF CANCELLATION AND PRIMARY NON CONTRIBUTORY
CHANGES.

The policy premium, taxes, surcharges and fees will be billed separately.

Declarations

Named Insured and Mailing Address

MIOVISION TECHNOLOGIES US HOLD CO.
801 TRANSFER RD
UNIT G02
SAINT PAUL, MN 55114

Producer No. 0018884

Producer AON RISK SERVICES CENTRAL INC/GAB
5600 W 83RD ST, STE 1100
MINNEAPOLIS, MN 55437-0000

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3607-91-80 WCE

Effective Date OCTOBER 1, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**GREAT NORTHERN
INSURANCE COMPANY**

*Incorporated under the laws of
INDIANA*

Policy Period

From: OCTOBER 1, 2025 To: OCTOBER 1, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT (PRODUCTS AND COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE)	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

Limit Of Insurance

RATING INFORMATION

Liability Coverage
(continued)

STATE: MINNESOTA

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

61226

CLASSIFICATION DESCRIPTION:

BUILDINGS OR PREMISES - OFFICES - NOC - (FOR PROFIT)

(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

AREA:

10,000

Chubb. Insured.™

Endorsement

Policy Period OCTOBER 1, 2025 TO OCTOBER 1, 2026
Effective Date OCTOBER 1, 2025
Policy Number 3607-91-80 WCE
Insured MIOVISION TECHNOLOGIES US HOLD CO.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued JANUARY 12, 2026

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

CITY OF MOBILE
P.O. BOX 389
MOBILE, ALABAMA 36601
UNITED STATES

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions**Endorsement**

<i>Policy Period</i>	OCTOBER 1, 2025 TO OCTOBER 1, 2026
<i>Effective Date</i>	OCTOBER 1, 2025
<i>Policy Number</i>	3607-91-80 WCE
<i>Insured</i>	MIOVISION TECHNOLOGIES US HOLD CO.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 12, 2026

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
 - invalidate such cancellation.
-

Schedule

Person(s) or Organization(s):	SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Address:	CHERYL LIU PROJECT MANAGER III 1 SOUTH VAN NESS, 7TH FLOOR SAN FRANCISCO, CA 94103
Person(s) or Organization(s):	TEXAS DEPT OF TRANSPORTATION
Address:	125 EAST 11TH ST, 5TH FLOOR AUSTIN, TX 78701-2483

Conditions
(continued)

Person(s) or Organization(s): LBJ INFRASTRUCTURE GROUP, LLC

Address: 4100 MCEWEN RD, STE 100
DALLAS, TX 75244

Person(s) or Organization(s): TRINITY INFRASTRUCTURE LLC

Address: 5520 LBJ FREEWAY, STE 200
DALLAS, TX 75240

Person(s) or Organization(s): OMEGA ENGINEERS INC.

Address: 16350 PARK TEN PLACE #120
HOUSTON, TX 77084

Person(s) or Organization(s): HOUSTON RAPID TRANSIT (HRT) JV

Address: 1900 MAIN STREET, 13TH FLOOR
HOUSTON, TX 77002

Person(s) or Organization(s): METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY

Address: PO BOX 61429
HOUSTON, TX 77002

Person(s) or Organization(s): KIMLEY-HORN AND ASSOCIATES, INC

Address: 12700 PARK CENTRAL DR, STE 1800
DALLAS, TX 75251

Person(s) or Organization(s): CDM SMITH, INC.

Address: 12357 A RIATA TRACE PKWY
AUSTIN, TX 78725

Person(s) or Organization(s): TEDSI INFRASTRUCTURE GROUP & METRO. TRANSIT

Address: 10260 WESTHEIMER STE 460
HOUSTON, TX 77042

Person(s) or Organization(s): CITY OF RICHARDSON, CITY HALL DEVELOPMENT
SERVICES

Address: 411 W. ARAPAHO ROAD
RICHARDSON, TX 75080

Person(s) or Organization(s): PARSONS BRINCKERHOFF

Address: 444 WEST 47TH ST, STE 900
KANSAS CITY, MO 64112

Endorsement

Effective Date OCTOBER 1, 2025

Policy Number 3607-91-80 WCE

Person(s) or Organization(s): JACOBS ENGINEERING GROUP, INC.

Address: 777 MAIN ST
FORT WORTH, TX 76102

Person(s) or Organization(s): LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD

Address: 1707 MARKET PLACE BLVD, STE 250
IRVING, TX 75063

Person(s) or Organization(s): WALTER P MOORE AND ASSOCIATES

Address: 1301, SUITE 1100
HOUSTON, TX 77010

Person(s) or Organization(s): LOCKWOOD, ANDREWS & NEWMAN INC.

Address: 8350 N CENTRAL EXPY #1400
DALLAS, TX 75206

Person(s) or Organization(s): COBB, FENDLEY & ASSOCIATES, INC.

Address: 13430 NORTHWEST FREEWAY
HOUSTON, TX 77040

Person(s) or Organization(s): MIDTOWN ENGINEERS, LLC.

Address: 5225 KATY FREEWAY SUITE 400
HOUSTON, TX 77042

Person(s) or Organization(s): EDMINSTER HINSHAW RUSS & ASSOCIATES

Address: 10555 WESTOFFICE DRIVE
HOUSTON, TX 77042

Person(s) or Organization(s): BLUERIDGE TRANSSPORATION GROUP
C/O, ACS INFRASTRUCTURE DEVELOPMENT INC

Address: ONE ALHAMBRA PLAZA SUITE 1200
CORAL GABLES, FL 33134

Person(s) or Organization(s): CITY OF DENTON; MATERIALS MGMT DEPT

Address: 901B TEXAS ST
DENTON, TX 76209

Conditions
(continued)

Person(s) or Organization(s): COBB, FENDLEY & ASSOCIATES, INC.

Address: 13430 NORTHWEST FREEWAY
HOUSTON, TX 77040

Person(s) or Organization(s): AECOM TECHNICAL SERVICES, INC.

Address: 13640 BRIARWICK DRIVE, SUITE 200
AUSTIN TX 78729 USA

Person(s) or Organization(s): AECOM TECHNICAL SERVICES, INC.

Address: 221 N. KANSAS STREET, SUITE 700
EL PASO TX 79901 USA

Person(s) or Organization(s): NORTH CAROLINA SHERIFFS' ASSOCIATION

Address: PO BOX 20049
RALEIGH, NORTH CAROLINA 27619

Person(s) or Organization(s): CITY OF ALEXANDRIA, VA
PURCHASING DIVISION

Address: 100 N PITT STREET, SUITE# 301
ALEXANDRIA, VA 22314

Person(s) or Organization(s): SANTA ROSA COUNTY

Address: 6495 CAROLINE STREET, SUITE M
MILTON, FL 32570 USA

Person(s) or Organization(s): CITY OF DETROIT

Address: 2 WOODWARD AVE
DETROIT, MI 48226

Person(s) or Organization(s): AECOM TECHNICAL SERVICES, INC.

Address: 9400 AMBERGLEN BOULEVARD
AUSTIN, TX 78729

Person(s) or Organization(s): CITY OF MOBILE

Address: P.O. BOX 389
MOBILE, ALABAMA 36601
UNITED STATES

Endorsement

Effective Date OCTOBER 1, 2025

Policy Number 3607-91-80 WCE

All other terms and conditions remain unchanged.

Authorized Representative



ORIGINAL

REFERENCED AND AMENDED

AGREEMENT

(Included for reference; not an Exhibit)

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Global Traffic Technologies, LLC, in an amount of approximately \$51,000.00 per year, for three years, renewable for an additional three years without further Council action, for emergency vehicle traffic signal preemption equipment and services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted: **AUG 09 2022**

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement ("MSA" or "Agreement") is made as of this 6th day of December, 2021, (the "Effective Date") by and between Global Traffic Technologies, LLC ("GTT"), with its offices at 7800 Third Street North, Building 100, Saint Paul, Minnesota, 55128 and the City of Mobile, Alabama ("Customer"), having its offices at 205 Government Street, Mobile, AL, 36644 Together, GTT and Customer may be referred to as "Parties" and individually as a "Party" to this MSA.

WHEREAS, GTT is the provider of certain hardware and software products manufactured and distributed by GTT and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that GTT perform services as defined herein for the Customer in relation to certain products; and GTT desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

- A. "Customer" – as used herein, means any purchaser or user of any of GTT's products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- B. "Products" – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- C. "Software" – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
- D. "Services" – as used herein is defined as the services provided by GTT or its subcontractors as outlined in the Agreement, which may include but are not limited to:
 - 1. "Up-Front Services" – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
 - i. Site survey (intersections and/or vehicles) – GTT will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to GTT to enable the site survey.
 - ii. Project management – GTT will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
 - iii. Installation (intersections) – GTT will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

- iv. Installation (vehicles) – GTT will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
 - v. Training (2 days, 1 trainer; includes travel) – GTT will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
 - vi. Engineering services – GTT will provide custom work if/when applicable and included in the Agreement.
2. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:
- i. Hosting – GTT will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or GTT as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
 - ii. Data collection and reporting – GTT will collect data, generate reports and publish as defined as appropriate by GTT, or as agreed to in writing by the Parties.
 - iii. Monitoring and optimizing – GTT will monitor Customers' systems to ensure operational status. GTT will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, GTT will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by GTT (e.g., customer-provided cellular connectivity).
 - iv. Repairs/replacements (intersections) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - v. Repairs/replacements (vehicles) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - vi. Cellular data – Machine to machine cellular connectivity. Provided by vendor of GTT's choice, but contracted by GTT for the benefit of Customer.
 - vii. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.
 - viii. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by GTT, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY GTT, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY IMPLIES OR IMPLICATES GTT TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

- E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by GTT. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
 - F. "Final Testing" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
 - 1. As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
 - 2. As applicable, GTT's management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
 - G. "First Productive Use" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer or other third-parties not within the control of GTT, 30 days from the date Service Completion occurred, whichever is sooner:
 - 1. Services Completion has occurred.
 - 2. Successful Final Testing has occurred.
 - H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from GTT.
- 2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof. The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
 - 3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from GTT, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. GTT agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work.
 - 4. TERM. The term of this MSA will begin on the Effective Date and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.
 - 5. INTELLECTUAL PROPERTY.
 - A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions,

designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by GTT that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A or any subsequent schedules, GTT owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, GTT grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and GTT Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, GTT may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

6. INDEMNIFICATION.

- A. Indemnification by GTT. GTT shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with GTT's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

- A. By GTT. GTT agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: (i) Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in GTT's opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit GTT, at GTT's option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least

substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and GTT shall refund the purchase price of such materially impacted Products and Services. The cost of all return shipping to GTT is the sole responsibility of Customer. Notwithstanding any provision herein to the contrary, GTT shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unauthorized use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of GTT or GTT authorized hardware and software, use of the Products or Services with software or hardware other than as intended.

- B. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

8. GENERAL PROVISIONS.

- A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by either Party shall operate to supersede, modify or amend any provisions of this MSA, even if either Party has initialed, signed or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions shall supersede the conflicting terms in this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA shall be read to be in addition to and not in conflict with, this MSA.
- B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
- C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
- D. Non-Solicitation. Each Party agrees during the term of this MSA and for a period of twelve (12) months thereafter, it will not directly solicit for hire the employees of the other, without the written consent of the other

Party. Employees hired in response to general employment solicitations advertised in the usual and customary manner by either Party shall be excluded from this provision.

- E. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.
- F. Civil Rights. GTT hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. GTT shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- G. Immigration. GTT agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
- H. Boycotts. By signing this contract, GTT 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.

SIGNATURE BLOCK FOLLOWS.

S

IN WITNESS WHEREOF, GTT and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Global Traffic Technologies, LLC	City of Mobile, Alabama
Signature: 	Signature: 
Printed Name: Terry Griffith	Printed Name: William S. Stimpson
Title: President	Title: Mayor
Date: 7/8/2022	Date: 8/17/22

ATTEST 
City Clerk

**SCHEDULE A
STATEMENT OF WORK**

Effective Date: Effective Date of MSA

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. For avoidance of doubt, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits or wiring.
5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a GTT facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves GTT from its obligations as described in this Agreement or its product warranties.
6. Customer Care center phone support: GTT operates a Customer Care call center that is dedicated to supporting all GTT customers, whether in or out of warranty. To access GTT's Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of GTT's software Products if such customer is not current on its Software Maintenance.

	Resolution Category	Definition	Response Time Goal	Resolution Goal
	Immediate	Reported issue requires immediate attention.	Within 1 business hour	Same business day
	Moderate	Reported issue requires attention within 1-2 business days	Within same business day	2 business days
	Minor	Reported issue requires attention when convenient.	Within 1 business day	As feasible



Global Traffic Technologies
7800 Third Street North
Bldg 100
St. Paul MN 55128-5441
US

Proposal

Direct Customer

Bill To	Customer	Estimate Number	Date	Expires
Mobile Fire Department (AL)	Mobile Fire Department (AL)	10872	4/13/2022	7/12/2022

Ship To	Procurement Method	Term For Ongoing Services
701 St. Francis St. Mobile AL 36602 Attn: Jason Browne	PCaaS	3

Solution Type	Intersections	Vehicles
Emergency	19	10

Category	Description
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Intersection Components

Opticom™ /60 card rack
Opticom™ /64 multimode phase selector, four channel
Modem, f6L RUT240 Intersection k:

Vehicle Components

Opticom Central Platform - Vehicle Access Fee (per vehicle, per year)

Back-office Components

Opticom Central Platform - Base, Cloud (per year)

Services

Site survey (intersections)
Project management
Installation, intersections (traffic cabinet only)
Setup, testing, and verification
Data collection and reporting (per vehicle and intersection, per year)
Monitoring and system maintenance (per year)
On site repairs/replacements (intersections, per year)
AT&T 100MB data plan (per intersection modem, per year)

Miscellaneous

Intersection panel for preemption (up to 13 intersections)
Extended warranty on Opticom™ intersection components (years 6-10)
Extended warranty on intersection cellular modems (years 6-10)

Annual Subscription Total (US\$)	\$49,908.00
Price per vehicle per year	\$1,320.00
Price per intersection per year	\$1,332.00

The term of this agreement is 3 years. At the end of the initial term, the agreement will auto renew for an additional 3 years unless there is a written notice by either party to terminate services within 90 days of contract end date. Additional language will be included in the MSA.

To the extent necessary, reasonable travel expenses will be submitted by CTT and reimbursed by customer, not to exceed \$900.00 for this project. Travel outside the US and Canada will have a limit of 3 times higher than what is shown above.

Please reference estimate number 10872 when submitting all purchase orders.

1 of 2

Proposal Notes:

Quote assumes GTT contracted personnel will have access to intersection cabinets as needed.

Quote assumes intersection equipment can be installed without the need for additional hardware, such as brackets, separate cabinets, etc.

Quote assumes no additional intersection certification or design documents are required.

Quote assumes GTT supplied network connectivity at the intersection.

Quote assumes the use of AT&T for cellular data. If Verizon is preferred or has better coverage in the area, it can be included as part of a revised quote/change order.

Quote does not include formal site acceptance testing, unless otherwise noted.

Unless otherwise noted, GTT's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.

Quote assumes intersection controllers are EVV capable and/or TSP capable as appropriate and have the proper licensing, which is to be enabled prior to GTT equipment installation.

Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.

Quote assumes all management software will be hosted by GTT.

Quote assumes that customer provided modem is an approved GTT modem model and firmware version.

Quote assumes the customer will configure the modem for communication to the Opticom system.

Quote assumes customer supplied MIP70 modems which has up to 100MB/Month for preemption and at least 10Mbps network connection.

Any applicable HSAAL fees will be paid directly by GTT.

Quote includes HSAAL pricing per the contract number PE05 21.

General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at <http://www.gtt.com/sites/terms/>.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cables from being installed; 2) lane or road closures; 3) police or other resources needed at the installation area; and/or 4) other third party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets; 2) excess wiring; and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan; 2) water pollution control plan; 3) changeable message signs/flaggers; 4) permits/bonds/fees; and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

SCHEDULE B
OTHER TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")

1. **ACCEPTANCE OF TERMS.** These Terms are applicable to the provision of any and all Products and Services, provided by Global Traffic Technologies, LLC, Global Traffic Technologies Canada, Inc. ("GTT") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer purchasing Products and/or Services and GTT, unless otherwise agreed to by the parties in a signed agreement. GTT expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. GTT reserves the right to update these Terms and any document referenced herein at any time.
2. **ORDERS.** A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by GTT issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
3. **PRICE, BILLING AND PAYMENT.** GTT reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
 - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
 - B. Unless otherwise indicated by GTT, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on GTT's income. If GTT does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay GTT or such taxing authority if requested by GTT. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to GTT prior to invoicing or GTT will charge such taxes or duties to Customer.
 - C. GTT does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of GTT's invoice, unless otherwise agreed to in writing by GTT; provided however, GTT may require payment in advance if in GTT's reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. GTT may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Customer will pay any collection costs incurred by GTT to collect payment from Customer, including reasonable attorneys' fees.
 - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, GTT may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim Customer may have.
4. **DELIVERY.** GTT will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and GTT is not be liable for any damages or costs resulting from

delays in delivery. If GTT deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.

- A. Sales within U.S./Canada. GTT will arrange for transportation of all Products and GTT will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what GTT would normally provide.
 - B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from GTT's facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
 - C. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with GTT's Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies GTT of any Product loss or damage, GTT may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.
5. SOFTWARE.
- A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to GTT.
 - B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the Software.
 - C. Software Performance and Limited Warranty. GTT represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives GTT written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in GTT's reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than GTT or a party acting under GTT's control or direction; and (iii) Customer is in compliance with these Terms. For any breach of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) GTT will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if GTT is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and GTT shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. GTT's warranty (including without limitation any extended warranty) applies

solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. **Viruses and Disabling Codes.** GTT represents and warrants that to the best of GTT's knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that GTT reserves the right to remotely prevent access to and/or use of the Software in the event that (i) GTT becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall GTT be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, GTT employed commercially-reasonable measures, consistent with the standards of GTT's industry, to detect such Malicious Code in order to prevent its introduction into the Software.
 - E. **Audit Rights.** Customer shall, while using GTT's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of GTT, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow GTT to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
6. **HAZARDOUS MATERIALS.** Customer acknowledges that certain materials provided by GTT may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on GTT, except as to the accuracy of special safety information furnished by GTT), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold GTT harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from GTT's failure to meet its written specifications or the inaccuracy of safety information furnished by GTT.
7. **WARRANTY.** GTT warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. GTT warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of GTT's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the Customer. All claims for non-conformance are returned to GTT. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFOREMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND GTT DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF GTT, OTHER THAN AN OFFICER OF GTT BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

LIMITATION OF LIABILITY. IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY.

8. **SUSPENSION.** Without waiving any other rights or remedies, GTT may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) GTT reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) GTT is entitled to terminate this Agreement for cause.
9. **PROPRIETARY RIGHTS.** GTT and its licensors will retain all intellectual property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including GTT rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against GTT or GTT's customers any patent rights that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.
10. **RESALE.** Customer, by placing an Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to GTT that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Customer that is an authorized GTT dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to GTT's acceptance of an Order.
11. **COMPLIANCE WITH LAWS/ANTI-CORRUPTION.** Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, GTT, or their affiliates to violate any Laws. Products and Services will comply with applicable state and federal legal requirements in the United States and Canada.
12. **CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.
 - A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by GTT to an authorized GTT dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..
 - A. **Receiving Party Obligations.** The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed as required under Alabama Public Records law or in

response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.

13. **GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES.** The Order and these Terms will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Mobile County, Alabama. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If GTT substantially prevails in any dispute, Customer will pay all reasonable costs incurred by GTT, including but not limited to collection costs, attorneys' fees and costs of legal action.
14. **FORCE MAJEURE.** GTT will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent GTT from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If GTT's costs are increased as a result of such Force Majeure Event, GTT may increase pricing upon written notice to Customer.

GTT reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to GTT's Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

15. TECHNOLOGY REQUIREMENTS.

- A. If GTT's North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
 1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.

- C. In instances where GTT is providing PCaaS or any ongoing services requiring remote access, GTT assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a GTT-provided cellular data plan has been included amongst the listed services.
16. **MISCELLANEOUS.** If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. GTT's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign this these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.
17. **SERVICES.** Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of GTT's Products with third party products, unless otherwise agreed to in writing by GTT. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.
- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without GTT's written consent; (2) use of parts and/or supplies not approved by GTT for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to GTT's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by GTT; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of GTT.
- B. GTT's performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within GTT's published specifications; (3) maintaining the Product in conformance with GTT's maintenance standards; (4) properly maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.
- C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that GTT shall not be liable for any costs, expenses or damages arising from such work.
18. **REPLACEMENT PARTS.** In performing PCaaS services, GTT reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of GTT. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event GTT's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
19. **DATA.** Customer warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. GTT may view, store, copy, delete or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless

prohibited by law, GTT may also collect, analyze and otherwise use anonymized versions of Customer Data for its own business purposes.

20. **SUPPORT.** GTT will provide helpdesk support during GTT's normal business hours, which are 8:00 am to 5:00 pm central time, Monday through Friday, excluding holidays.
 - A. **Warranty Support.** Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.
21. **TERMINATION.** Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or by the City of Mobile, (d) for convenience, in which case Customer will be responsible to pay GTT for all Product and Services delivered
22. **OTHER.** GTT reserves the right to publicly disclose Customer as a customer of GTT, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes and other references to Customer will require explicit permission by Customer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2022

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 Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202 Attn: vcnber.centrerequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
CN130745150-VONT0-GAWU-22-		INSURER(S) AFFORDING COVERAGE	
INSURED GLOBAL TRAFFIC TECHNOLOGIES, INC. 7800 THIRD STREET NORTH BUILDING 100 OAKDALE, MN 55128		NAIC #	
		INSURER A : ACE American Insurance Company 22687	
		INSURER B : ACE Property and Casualty Insurance Company 20699	
		INSURER C : ACE Fire Underwriters Insurance Company 20702	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER: HGU-003939225-01	REVISION NUMBER: 1
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 ☒ Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER			HDCG47296350	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/DP AGG \$ 5,000,000 OTHER \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH10689636	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE ☐ DED ☐ RETENTION \$			XEUG7258529A (Claims Made is for Product Liab, only, with retro date of 10/9/2020)	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC5066885A (ACS) SCFG5066899A (WI)	07/01/2022 07/01/2022	07/01/2023 07/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is additional insured for general liability and auto liability but only as required by written contract with respect to the operations of the named insured.

CERTIFICATE HOLDERCity of Mobile
205 Government St
Mobile, AL 36644**CANCELLATION**

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

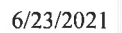
AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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ACORD 25 (2016/03)

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49,908.00

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Limited Assignment - Global Traffic Technologies, LLC - Public Services -
ID 7352

LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, Consolidated Traffic Controls, Inc. (Contractor) at 1016 Enterprise PL, Arlington, TX 76001 and Global Traffic Technologies, LLC, (Assignee) at 7800 3rd Street North, #100, St. Paul, MN 55128.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as PE05-21, with H-GAC for the sale of Traffic Control, Enforcement & Signal Preemption Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 6676 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by H-GAC (the "Effective Date") and ends Apr 30 2023. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: GTT products only (See attached Products List)

Right to sell products/services in the following geographical area: All states excluding Arkansas, Louisiana, Kansas, Missouri, New Mexico, Oklahoma, and Texas

Right to administer Purchase Orders: N/A

Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

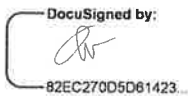
Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC

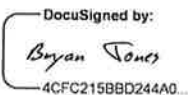
Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/29/2021

Consolidated Traffic Controls, Inc. (Contractor)

Signature  DocuSigned by:
4CFC2158BD244A0...

Name Bryan Jones

Title Senior Vice President

Date 9/21/2021

Global Traffic Technologies, LLC (Assignee)

Signature  DocuSigned by:
83490FD32DB1458...

Name Krista Kochivar

Title Chief Financial Officer

Date 9/27/2021

Products List
Contract No. PE05-21

GTT Opticom		
GTT Opticom IR - Traffic		
110283	Model 794H LED Emitter	\$ 1,030.00
110260	Model 792H Strobe Emitter	\$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	\$ 144.00
110619	Model 762 Phase Selector	\$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110274	Model 462 Phase Selector	\$ 1,384.00
110620	Model 464 Phase Selector	\$ 1,999.00
110245	Model 711 Detector	\$ 479.00
110258	Model 721 Detector	\$ 535.00
110247	Model 722 Detector	\$ 741.00
Trade In Trade Up Section		
Only Include the items that are eligible for the discount in this section		
110283	Model 794H LED Emitter	\$ 1,030.00
110260	Model 792H Strobe Emitter	\$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	\$ 144.00
110619	Model 762 Phase Selector	\$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110274	Model 462 Phase Selector	\$ 1,384.00
110620	Model 464 Phase Selector	\$ 1,999.00
110245	Model 711 Detector	\$ 479.00
110258	Model 721 Detector	\$ 535.00
110247	Model 722 Detector	\$ 741.00
GTT Trade In	Trade in Trade Up Discount 20.6248%	20.625%
GTT Opticom GPS - Traffic		
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	\$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	\$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	\$ 512.00
110620	Model 464 Phase Selector	\$ 1,999.00
110620-MMEW	Extended Warranty 464 MM Phase Selector	\$ 479.00
110603-MM	Model 768 Auxiliary Panel	\$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	\$ 83.00
110611	3100 GPS Radio Unit (Mast Mount)	\$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	\$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	\$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	\$ 424.00
110601	2100 GPS Preemption Vehicle Kit	\$ 3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	\$ 479.00
110617	GPS Intelligreen Fire Station System	\$ 6,012.00
110617EW	GPS Intelligreen 5 Yr Warranty	\$ 902.00
GTT GPS Subscription Prices per month		
1000-1337-0	Subscription Service per Vehicle	\$ 105.00
1000-1338-0	Subscription Service per Intersection	\$ 171.00
GTT Opticom Multimode - Traffic		
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	\$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	\$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	\$ 512.00
110603-MM	Model 768 Auxiliary Panel	\$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	\$ 83.00
110253	Model 755 Four Channel Adapter Card	\$ 54.00
110611	3100 GPS Radio Unit (Mast Mount)	\$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	\$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	\$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	\$ 424.00
110283-MM	Model 794HM Multimode Emitter	\$ 1,031.00

110283-MMEW	Extended Warranty Model 794HM	\$	155.00
110609	MM Vehicle Kit (2100 GPS VCU/Radio, 794HM, Cable & Hdwre)	\$	3,675.00
110609EW	Extended Warranty MM Vehicle Kit	\$	551.00
	GTT Opticom - Transit (Low Priority)		
110269	Model 794T LED Emitter	\$	1,020.00
110269	Model 792T Strobe Emitter	\$	1,020.00
110601	2000 Series GPS Preemption Vehicle Kit	\$	3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	\$	479.00
110283-MM (Low)	Model 794TM Multimode Emitter	\$	1,020.00
110283-MMEW	Extended Warranty Model 794HM	\$	153.00
76-1000-1298-0	4010 Vehicle Computer Kit	\$	1,733.00
76-1000-1282-0	400 2.4 Ghz Radio/GPS Unit	\$	1,050.00
76-1000-1242-0	211 Vehicle Interface Cable W/ Dead Reconing	\$	158.00
	GTT Cable, Mounting & Accessories		
108001	External Mounting Cabinet	\$	512.00
110216A	Model 138 Cable 500 Ft Roll (Per Ft.)	\$	0.68
110216B	Model 138 Cable 1,000 Ft Roll (Per Ft.)	\$	0.68
110216C	Model 138 Cable 2,500 Ft Roll (Per Ft.)	\$	0.73
110605A	GPS Cable 500 Ft Roll (Per Ft.)	\$	1.10
110605	GPS Cable 1,000 Ft Roll (Per Ft.)	\$	1.10
110605C	GPS Cable 2,500 Ft Roll (Per Ft.)	\$	1.10
201011	3/4" Narrow Hub (IR)	\$	13.00
101001	Span Wire Clamp	\$	4.00
201011 (hub)	Mast Arm Mount (GPS)	\$	83.00
110280	Opticom Software Kit Includes RS232 cable	\$	1,025.00
100201	Model 380 Card Rack	\$	172.00
110214	GTT Model 760 Card Rack (Incl. Harness)	\$	302.00
0	760 Card Rack Harness Only	\$	71.00
110284	Remote Code Reader (794 Emitters only)	\$	308.00
PNS10-501610P	Handheld Code Reader (794 Only)	\$	561.00
110282	Serial Comm Cable RS232 (Emitter Programming)	\$	21.00
110270	Y Cable (Emitter Programming)	\$	359.00
0	794/494 & 792/492 Hardware Install Kit	\$	338.00
110271	794/494 & 792/492 Emitter Cable Assy.	\$	82.00
110613	Gps Radio Antenna 1050 White	\$	205.00
110613A	Gps Radio Antenna 1050 Black	\$	205.00
110615	GPS Vehicle Interface Cable	\$	167.00
	GTT Software		
0	CMS Software for Five Intersections	\$	750.00
0	CMS Annual Maintenance for Five Intersections	\$	113.00
0	Analytics Software Setup Charge	\$	7,380.00
0	Analytics Software Per Vehicle	\$	123.00
	GTT Gate Opener Kit		
200201B	721 Gate Opener Kit includes 721 Detector, 462 Phase selector, RTC 380 Card Rack with 100 ft of 138 Cable, Narrow Hub	\$	2,740.00
	GTT Installation and Health Check Labor (CTC)		
CTCINSTALL	GPS Opticom Intersection 5 hours \$260 per hour	\$	1,300.00
CTCINSTALL	IR Intersection 4 direction 10 hours \$260 per hour	\$	2,600.00
CTCINSTALL	IR Diamond Intersection 12 hours \$260 per hour	\$	3,120.00
CTCINSTALL	GPS Diamond Intersection* 5 hours \$260 per hour (requires site visit)	\$	1,300.00
CTCINSTALL	IR Emitter Install 4 hours \$130 per hour	\$	520.00
CTCINSTALL	GPS/Multimode Vehicle kit 5 hours \$130 per hour	\$	650.00
CTCINSTALL	Intelligreen System/RTC System FSW 8 hours \$260 per hour	\$	2,080.00
CTCINSTALL	Opticom Initial HealthCheck per Intersection	\$	75.00
CTCINSTALL	Opticom Annual Maintenance per Intersection	\$	230.00
	GTT Canoga		
	GTT Canoga Note: Measurement and Carriers and install need to be included wit any quote of Canoga Microloops		
110330	9004 Four Channel Card (Two Lanes Speed and Length)	\$	675.00
111501	1000 ft Spool Home run cable per FT	\$	0.70
78-8114-5717-1	Installation Kit 702 Non invasive Microloop	\$	118.00
78-8114-5707-2	Installation Kit 7002 Non-Invasive Microloop	\$	67.00
78-8118-6123-2	Carrier Package@ 25 Units 702 Non Invasive Microloops	\$	182.00

78-8118-6124-0	Carrier Package@ 50 Units 702 Non Invasive Microloops	\$	364.00
75-0301-3114-0	701-1 Single Microloop with 75 ft Cable	\$	202.00
75-0301-3115-7	701-1 Single Microloop with 150 ft Cable	\$	235.00
75-0301-3116-5	701-1 Single Microloop with 250 ft Cable	\$	278.00
75-0301-3117-3	701-1 Single Microloop with 500 ft Cable	\$	388.00
75-0301-3118-1	701-1 Single Microloop with 1000 ft Cable	\$	608.00
75-0301-3119-9	701-2 Double Microloop with 75 ft Cable	\$	373.00
75-0301-3120-7	701-2 Double Microloop with 150 ft Cable	\$	406.00
75-0301-3121-5	701-2 Double Microloop with 250 ft Cable	\$	450.00
75-0301-3122-3	701-2 Double Microloop with 500 ft Cable	\$	560.00
75-0301-3123-1	701-2 Double Microloop with 1000 ft Cable	\$	780.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Alamo Group Texas LLC for four Alamo 88in SHD rear flail mowers for Public Services Maintenance

Amount of Contract:

\$50,759.36

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Alamo Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Alamo Group Texas LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Alamo Group Texas LLC for four Alamo 88in SHD rear flail mowers for Public Services Maintenance
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$50,759.36

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>7036</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	FOUR ALAMO 88-INCH SHD REAR FLAIL MOWERS FOR PUBLIC SERVICES MAINTENANCE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$50,759.36	<u>(299935) ALAMO GROUP TEXAS LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007036-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 1

Vendor
ALAMO GROUP TEXAS LLC
1502 E. WALNUT ST.

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

SEGUIN, TX 78155

MOBILE, AL 36604
AGEET@CITYOFMOBILE.GOV

Tel#8303729637

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
01/21/26	299935				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FLAIL MOWER AS SPECIFIED: ALAMO FLAIL MOWER 88" MODEL 88" SHD PRICING AS PER SOURCEWELL CONTRACT 32525-AGI AND YOUR QUOTE DATED 1-6-2026 Additional Description Notes	4.00 EACH	12240.84000	48963.36

Additional Description Notes

FLAIL MOWER AS SPECIFIED:

88" SHD REAR FLAIL

PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE MUNICIPAL GARAGE

AS REQUESTED BY 2086-PSM

1 1000.40.20.2070.2086.2070.0000.0000.47010.	48963.36
--	----------

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

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

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007036-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
ALAMO GROUP TEXAS LLC
1502 E. WALNUT ST.

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

SEGUIN, TX 78155

MOBILE, AL 36604
AGEET@CITYOFMOBILE.GOV

Tel#8303729637

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
01/21/26	299935				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	1.00	1796.00000	1796.00
	EACH		

Vendor Item
Inventory Item/Loc 14009

1 1000.40.20.2070.2086.2070.0000.0000.47010. 1796.00

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 50759.36

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.47010.		
	50759.36	2495465.27
PUBLIC SERVICE MAINTENANCE EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	01/22/26	MATTHEW ANDERSON	

Alamo Group (USA) Inc.

Road right-of-way equipment

#032525-AGI

Maturity Date: 5/15/2029

Website: alamo-industrial.com/government [↗](#)

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 032525-AGI gives access to the following types of goods and services:

- Mid-mount and rear-mount boom mowers
- Side and rear-mount flail mowers
- Side and rear mount rotary mowers
- Flail, rotary, and specialty heads
- Tractor and mower turnkeys
- Hydraulic flex-wing rotary mowers
- Truck mounted boom mowers
- Wide-area flail mowers
- Wheel loader boom mowers
- Prime mover
- Remote-controlled slope mowers
- Side-mount sickle bar mowers
- OEM replacement and service parts
- Operator safety training

[Locate your local dealer or representative](#) [↗](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) [↗](#)

[Setup Buy Sourcewell access](#) [↗](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[IDIQ Contracts](#)

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

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



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

Rachel Laurie Riddle
Chief Examiner

December 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



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual renewal of ManageEngine Vulnerability Management software for MIT.

Amount of Contract:

\$15,593.00

Funding Source

General fund

ATTACHMENTS:

1. 20260129 CDW Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 February 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of
ManageEngine Vulnerability Management software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$15,593.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, bid exempt as software.

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>7158</u>	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MANAGEENGINE VULNERABILITY MANAGEMENT SOFTWARE FOR MIT (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$15,593.00	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007158-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 CDW GOVERNMENT LLC
 230 N MILWAUKEE AVE

 VERNON HILLS, IL 60061

 Tel#877-501-2756
 Fax 312-705-0431

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	272932				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION

AS PER QUOTE PSTP471 AND CUSTOMER # 7280473. 001 ZOH0 MANAGEENGINE VUL MGT ENT SUB MFG PART#: 67204.0S4 ANNUAL SUBSCRIPTION SUBSCRIPTION FEE FOR 100 SERVERS CONTRACT: MARKET CDW #: 6113038	1.00 EACH	2034.00000	2034.00
---	--------------	------------	---------

1 1000.10.23.5000.5000.5000.0000.0000.42115.	2034.00
--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002 ZOH0 MANAGEENGINE VUL MGR ENT SUB MFG PART#: 67203.0S4 ANNUAL SUBSCRIPTION SUBSCRIPTION FEE FOR 1725 WORKSTATIONS CDW# 6873304	1.00 EACH	11628.00000	11628.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007158-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			11628.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	ZOHO MANAGEENGINE VUL MGR ENT SUB	1.00	621.00000	621.00
	MFG PART#: 67203.0SA2 ANNUAL	EACH		
	SUBSCRIPTION ADDITIONAL 2			
	TECHNICIANS CDW # 6113036			

1	1000.10.23.5000.5000.5000.0000.0000.42115.			621.00
---	--	--	--	--------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007158-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 3
---	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	MFG PART#: NEW-ITEM 67203.0S1 ANNUAL SUSCRPTION FEE FOR 100 WORKSTATIONS	1.00 EACH	1310.00000	1310.00

1 1000.10.23.5000.5000.5000.0000.0000.42115. 1310.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 15593.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	15593.00	3319122.04
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/26/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/26/26	SCOTT KEARNEY	
Approved	01/26/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/26/26	DONALD ROSE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007158-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 4

Vendor
 CDW GOVERNMENT LLC
 230 N MILWAUKEE AVE

Ship To
 MIT
 651 CHURCH STREET

VERNON HILLS, IL 60061

MOBILE, AL 36602

Tel#877-501-2756
 Fax 312-705-0431

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/26/26 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	01/26/26 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	01/26/26 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	01/26/26 JAMES NEESE	Auto	approved by: 9105paij	
Approved	01/26/26 PATRICIA KENNEDY-JONES	Auto	approved by: 9105paij	
Approved	01/26/26 REBECCA CRUMPLER	Auto	approved by: 9105paij	
Approved	01/26/26 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	01/26/26 JOHN PAINE	.		

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for police patrol vehicle upfitting for 60 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$897,721.26

Funding Source

General fund

ATTACHMENTS:

1. 20260129 Dana Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for police patrol vehicle upfitting for 60 Chevrolet Tahoe PPV SUVs for MPD.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$897,721.26

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>6500</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	POLICE PATROL VEHICLE UPFITTING FOR 60 CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	\$897,721.26	(290980) DANA SAFETY SUPPLY INC

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006500-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 1

Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 ADAM.LYNN@CITYOFMOBILE.ORG Delivery Reference AGEET@CITYOFMOBILE.ORG Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVS AS PER DANA SAFETY QUOTE 602546-D DATED 1-26-2026 AND AS PER STATE OF ALABAMA CONTRACT MA23000004209 AND THE ABOVE REFERENCED QUOTE Additional Description Notes	60.00 EACH	14962.02100	897721.26

UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVS

AS PER DANA SAFETY QUOTE 602546-E DATED 11-14-2025

AS REQUESTED BY-1530-PD

1 1000.30.15.1530.1530.1530.0000.0000.45040. 897721.26

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
AGEET@CITYOFMOBILE.ORG

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

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006500-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

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

GREENSBORO, NC 27407

MOBILE, AL 36604
 ADAM.LYNN@CITYOFMOBILE.ORG

Tel#850-624-7173
 Fax 800-375-8347

Delivery Reference
 AGEET@CITYOFMOBILE.ORG

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total 897721.26

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

Account 1000.30.15.1530.1530.1530.0000.0000.45040. POLICE ADMIN SERVICES EXP	Amount 897721.26	Remaining Budget 2260027.63
---	----------------------------	---------------------------------------

FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	01/12/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	01/12/26	SHONNDA SMITH	
Approved	01/12/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/29/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/29/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	01/29/26	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Emergency Lighting - Dana Safety

Supplier

Dana Safety Supply, Inc

Linked Solicitation

Emergency Lighting, Consoles, Guards & Vaults Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000004209

Sourcing Number

SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

9/7/2023

End Date

9/6/2026

Documents

- [Master_Agreement_V1.pdf](#)

Items

- [State of Alabama Emergency Lighting Contract Executive Summary.pdf](#)

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Feniex Emergency Lighting	7	0.00 USD
Feniex Emergency Lighting Labor Rate	8	68.75 Hour
Feniex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD

Item Name	Product Code	UOM
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for police admin vehicle upfitting for 37 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$339,032.11

Funding Source

General fund

ATTACHMENTS:

1. 20260129 Dana2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for police admin vehicle upfitting
for 37 Chevrolet Tahoe PPV SUVs for MPD.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$339,032.11

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>6501</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	POLICE ADMINSTRATIVE VEHICLE UPFITTING FOR 37 CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	\$339,032.11	<u>(290980) DANA SAFETY SUPPLY INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006501-00 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 DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING FOR ADMIN BUILD 2025 CHEVY TAHOE UPFITTING TO BE AS PER DANA SAFETY QUOTE 603129-C DATED 1-26-2026 AND STATE OF ALABAMA CONTRACT MA23000004209 AND THE ABOVE STATE DANA QUOTE. Additional Description Notes ----- UPFITTING FOR ADMIN BUILD 2025 CHEVY TAHOE UPFITTING TO BE AS PER DANA SAFETY QUOTE 603129-B DATED 11/18/2025 AS REQUESTED BY 1530-POLICE DEPT.	37.00 EACH	9163.03000	339032.11
1	1000.30.15.1530.1530.1530.0000.0000.45040.			339032.11

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

339032.11

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006501-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 2

Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	339032.11	2260027.63
POLICE ADMIN SERVICES EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	01/12/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	01/12/26	SHONNDA SMITH	
Approved	01/12/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/29/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/29/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	01/29/26	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Emergency Lighting - Dana Safety

Supplier

Dana Safety Supply, Inc

Linked Solicitation

Emergency Lighting, Consoles, Guards & Vaults Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000004209

Sourcing Number

SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

9/7/2023

End Date

9/6/2026

Documents

- [Master_Agreement_V1.pdf](#)

Items

- [State of Alabama Emergency Lighting Contract Executive Summary.pdf](#)

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Feniex Emergency Lighting	7	0.00 USD
Feniex Emergency Lighting Labor Rate	8	68.75 Hour
Feniex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD

Item Name	Product Code	UOM
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Deere & Company for four John Deere 5095M tractors for Public Services Maintenance.

Amount of Contract:

\$302,285.24

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Deere Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Deere & Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Deere & Company for four John Deere 5095M tractors for
Public Services Maintenance.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$302,285.24

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>7038</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	FOUR JOHN DEERE 5095M TRACTORS FOR PUBLIC SERVICES (AL STATE CONTRACT)	\$302,285.24	<u>(295477) DEERE & COMPANY</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007038-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 1

Vendor DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV 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
01/21/26	295477				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2025JOHN DEERE 5095M TRACTOR OUTFITTED AS PER STATE OF ALABAMA CONTRACT MA25000005305 WITH SUNSOUTH QUOTE 1468577 DATED 1-6-2026 Additional Description Notes ----- 2024 JOHN DEERE 5090E CAB TRACTOR AS PER SOURCEWELL CONTRACT AS REQUESTED BY 2086-PSM	4.00 EACH	75571.31000	302285.24
1	1000.40.20.2070.2086.2070.0000.0000.47010.			302285.24

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 302285.24

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

Amount Remaining Budget

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007038-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

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

CARY, NC 27513

MOBILE, AL 36604
AGEET@CITYOFMOBILE.GOV

Tel#800-358-5010 OPT 2
Fax 309-749-2313

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
01/21/26	295477				FLEET MANAGEMENT-GARAGE

Account 1000.40.20.2070.2086.2070.0000.0000.47010. PUBLIC SERVICE MAINTENANCE EXP EQUIPMENT (GREATER \$5000)	Amount Remaining Budget 302285.24 2495465.27
---	---

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

Activity	Date	Clerk	Comment
Approved	01/22/26	MATTHEW ANDERSON	
Approved	01/22/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	01/22/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	01/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/29/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/29/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	01/29/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

Statewide Tractor - Deere & Company

Supplier

Ag & Turf SABD & Government Sales

Linked Solicitation

Statewide Tractor Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA250000005305

Sourcing Number

SRC0000025123

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010

1 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

12/6/2024

End Date

12/5/2026

Documents

- [MA250000005305_Master_Agreement_V1.pdf](#)
- [Tractor Statewide award information.xlsx](#)

Items

Item Name	Product Code	UOM
Tractor 20hp - 29hp - 18% discount	1	0.00 USD
Options 20hp - 29hp - 18% discount	2	0.00 USD
Tractor 30hp - 39hp - 18% discount	3	0.00 USD
Options 30hp - 39hp - 18% discount	4	0.00 USD
Tractor 40hp - 49hp -18% discount	5	0.00 USD
Options 40hp - 49hp -18% discount	6	0.00 USD
Tractor 50hp - 59hp -15% discount	7	0.00 USD
Options 50hp - 59hp - 15% discount	8	0.00 USD
Tractor 60hp - 69hp - 15% discount	9	0.00 USD
Options 60hp - 69hp 15% discount	10	0.00 USD
Tractor 70hp - 79hp - 15% discount	11	0.00 USD
Options 70hp - 79hp - 15% discount	12	0.00 USD
Tractor 80hp - 89hp - 20% discount	13	0.00 USD
Options 80hp - 89hp - 20% discount	14	0.00 USD

Item Name	Product Code	UOM
Tractor 90hp - 99hp - 20% discount	15	0.00 USD
Options 90hp - 99hp - 20% discount	16	0.00 USD
Tractor 100hp - 109hp - 25% discount	17	0.00 USD
Options 100hp - 109hp - 25% discount	18	0.00 USD
Tractor 110hp - 119hp - 25% discount	19	0.00 USD
Options 110hp - 119hp - 25% discount	20	0.00 USD
Tractor 120hp - 129hp - 25% discount	21	0.00 USD
Options 120hp - 129hp - 25% discount	22	0.00 USD
Tractor 130hp - 139hp - 25% discount	23	0.00 USD
Options 130hp - 139hp - 25% discount	24	0.00 USD
Tractor 140hp - 149hp - 25% discount	25	0.00 USD
Options 140hp - 149hp - 25% discount	26	0.00 USD
Tractor 150hp - < - 25% discount	27	0.00 USD

Item Name	Product Code	UOM
Options 150hp - < - 25% discount	28	0.00 USD
OEM Repair Filters / Repair Parts - 0% discount	29	0.00 USD
Delivery - quotable line	30	0.00 USD
Extended Warranty - quotable line	l1_31	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to E-Builder, Inc for annual renewal of E-Builder project management software.

Amount of Contract:

\$66,103.33

Funding Source

General fund

ATTACHMENTS:

1. 20260127 EBuilder Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 E-Builder, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to E-Builder, Inc for annual renewal of E-Builder project management software.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$66,103.33

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; GSA 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>6717</u>	2026	(2045) MAJOR PROJECTS	ANNUAL RENEWAL OF E-BUILDER PROJECT MANAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE, GSA CONTRACT)	\$66,103.33	<u>(295201) E-BUILDER, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006717-00 FY 2026 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Released	Page 1
--	---	--------

Vendor
 E-BUILDER, INC.
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 CHRIS.POWELL@CITYOFMOBILE.ORG

Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/26	295201	01/30/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	SEE ATTACHED QUOTE# 9660; DATED 10/30/2025 e-Builder Enterprise Capital Program New Annual Fee for Unlimited Licenses- City of Mobile, AL 2026 Renewal GSA - G-S-35F-408AA Terms for these subscriptions are for 1/1/2026 - 12/31/2026 Vendor Item	1.00 EACH	55574.36000	55574.36
-----	--	--------------	-------------	----------

1	1000.40.20.2045.2045.2000.0000.0000.42200.			55574.36
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Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

002	AppXchange AppXchange Annual Fee -	1.00	10528.97000	10528.97
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006717-00 FY 2026 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Released	Page 2
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Vendor
 E-BUILDER, INC.
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 CHRIS.POWELL@CITYOFMOBILE.ORG

Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/26	295201	01/30/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	City of Mobile, AL 2026 Renewal Vendor Item	EACH		
1	1000.40.20.2045.2045.2000.0000.0000.42200.			10528.97

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Requisition Link

Requisition Total 66103.33

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

Account	Amount	Remaining Budget
1000.40.20.2045.2045.2000.0000.0000.42200.		
PROGRAM & PROJECT MGMT EXP	66103.33	313174.25
PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	01/15/26	JENNIFER GREENE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Ingram Equipment Co LLC to replace slew ring gear on 2022 International knuckleboom trash loader.

Amount of Contract:

\$16,696.98

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Ingram Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Ingram Equipment Co LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ingram Equipment Co LLC to replace slew ring gear on
2022 International knuckleboom trash loader.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,696.98

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>7038</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	REPAIR 2022 INTERNATIONAL KNUCKLEBOOM TRASH LOADER SLEW RING GEAR (PRICE BELOW BID REQUIREMENT)	\$16,696.98	<u>(270465)</u> <u>INGRAM</u> <u>EQUIPMENT CO</u> <u>LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00007317-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Approved
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Page 1

Vendor INGRAM EQUIPMENT CO LLC 11 MONROE DR PELHAM, AL 35124 Tel#205-663-3946 Fax 205-663-4816	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.gov Delivery Reference John E. Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	270465				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
NGPO#:PR-07214				
001	02596-REPAIR BOOM	1.00	16696.98000	16696.98
		LOT		
Additional Description Notes				
PER SERVICE PRELIMINARY W00543 01/26/2026				
1	1000.40.20.2070.2050.2070.0000.0000.45050.			16696.98
Ship To				
MUNICIPAL GARAGE ATTN: SEAN				
770 GAYLE STREET				
MOBILE, AL 36604				
Deliver To				
MUNICIPAL GARAGE ATTN: SEAN				
770 GAYLE STREET				
MOBILE, AL 36604				

[Requisition Link](#)

Requisition Total 16696.98

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45050.	16696.98	3073570.58
FLEET MANAGEMENT EXP		
REPAIR PARTS		

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00007317-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Approved
--	---

Page 2

Vendor
INGRAM EQUIPMENT CO LLC
11 MONROE DR

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET

PELHAM, AL 35124

MOBILE, AL 36604
reggie.oyler@cityofmobile.gov

Tel#205-663-3946
Fax 205-663-4816

Delivery Reference
John E.

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	270465				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk	Comment		
Approved 01/28/26 MATTHEW ANDERSON	Auto approved by: 910518244		
Approved 01/28/26 SHONNDA SMITH			
Approved 01/28/26 CHERI BOUCHER	Auto approved by: 910518244		
Approved 01/29/26 DONALD ROSE	Auto approved by: 910519540		
Approved 01/29/26 SANDRA LEWIS	Auto approved by: 910519540		
Approved 01/29/26 STEVEN KRONINGER			
Approved 01/29/26 SAMANTHA COOLEY	Auto approved by: 910519540		
Approved 01/29/26 JAMES NEESE	Auto approved by: 910519540		
Approved 01/29/26 PATRICIA KENNEDY-JONES	Auto approved by: 910519540		
Approved 01/29/26 REBECCA CRUMPLER	Auto approved by: 910519540		
Approved 01/29/26 ANNE FOLEY	Auto approved by: 910519540		
Approved 01/29/26 JOHN PAINE	Auto approved by: 910519540		

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Werkland Street to East I-65 Service Road.

Amount of Contract:

\$23,281.20

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 JJ Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Werkland Street to East I-65 Service Road.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,281.20

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>7343</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – WERKLAND STREET TO EAST I-65 SERVICE ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$23,281.20	<u>(298831) J J QUALITY HOMES LLC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00007343-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AK 36604
US
Tel#2517215800

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
01/28/26	298831
Date Required	Ship Via
Terms	Department
	PUBLIC SERVICES ADMINISTRAT
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-16 WERKLAND ST TO E I-65 SVC RD Additional Description Notes ----- DISTRICT 1	1.00 EACH	23281.20000	23281.20

1	1000.40.20.2070.2096.2070.0000.0000.42155.	23281.20
---	--	----------

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	23281.20
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	23281.20	5015064.31
STORMWATER EXP	DITCH MAINTENANCE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one New Way Diamondback 8 cu yd rear load garbage truck on Isuzu NRR chassis for Parks Dept

Amount of Contract:

\$167,970.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260127 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Sansom Equipment Co Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one New Way
Diamondback 8 cu yd rear load garbage truck on Isuzu NRR chassis for Parks Dept
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$167,970.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>5896</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	NEW WAY DIAMONDBACK 8 CU YD REAR LOAD GARBAGE TRUCK ON ISUZU NRR CHASSIS FOR PARKS DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$167,970.00	(190715) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 NEW WAY DIAMONDBACK REAR LOADER AS FOLLOWS: INCLUDES LED BODY LIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB., TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY; ACRYLIC URETHANE ENAMEL WHITE EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET LED WORK LIGHTS- (2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP QUICK CONNECT PRESSURE GAUGE 10 LB. FIRE EXTINGUISHER-STREET SIDE, OUTER HOPPER WALL MOUNT NEW ISUZU NRR CHASSIS BAYNE REVOLUTION CART TIPPER MOUNTING OF 0 AS PER SANSOM QUOTE #SECQ9298 AND SOURCEWELL CONTRACT #110223-NWY Additional Description Notes	1.00 EACH	167970.00000	167970.00

NEW WAY DIAMONDBACK REAR LOADER AS FOLLOWS:

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
INCLUDES LED BODY LIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB., TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY; ACRYLIC URETHANE ENAMEL WHITE EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET LED WORK LIGHTS- (2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP QUICK CONNECT PRESSURE GAUGE 10 LB. FIRE EXTINGUISHER-STREET SIDE, OUTER HOPPER WALL MOUNT NEW ISUZU NRR CHASSIS BAYNE REVOLUTION CART TIPPER MOUNTING OF ONE CART TIPPER FREIGHT AS REQUESTED BY 2012-PARKS			
1 1000.40.20.2030.2012.2005.0000.0000.45040.			167970.00

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

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 3
---	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 167970.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	167970.00	542265.84
PARKS MAINTENANCE EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	12/23/25	KIM CARMODY	Auto approved by: 91055604
Approved	12/23/25	DANIEL OTTO	
Approved	12/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/29/25	SHONNDA SMITH	
Approved	12/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	12/29/25	KIM CARMODY	
Approved	12/29/25	DANIEL OTTO	Auto approved by: 910520521
Approved	01/27/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/27/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/27/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/27/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/27/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/27/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/27/26	ANNE FOLEY	Auto approved by: 9105paij

===== Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved Page 4
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Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

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

MOBILE, AL 36618

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
Fax 251-631-3768

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/27/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: newwaytrucks.com/#sourcewell 

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 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Find Your Distributor – New Way® Trucks](#) 

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[IDIQ Contracts](#)

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

Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

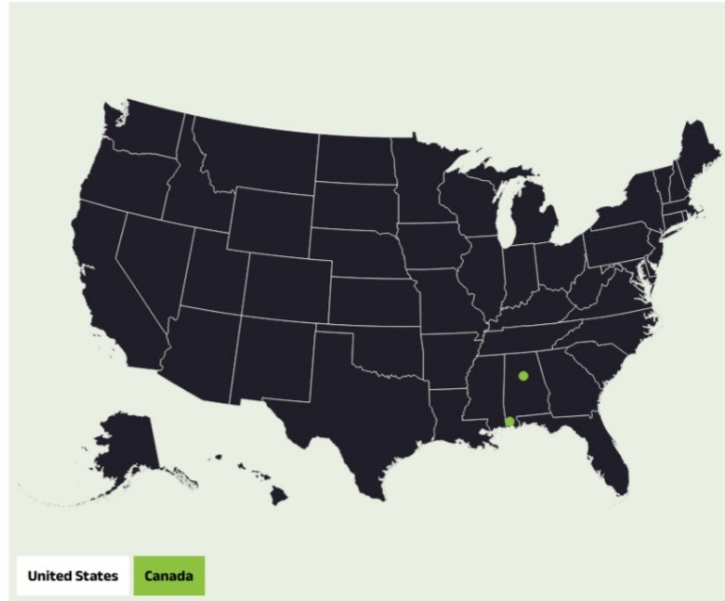
- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

FIND YOUR DISTRIBUTOR

LET'S GET TO IT

Whether you're in the U.S., Latin America, Canada or other locations around the world, New Way's industry-leading distributor network gives you the technical support, expert guidance and quality parts you need when you need 'em. Because we understand the sooner your trucks are back on the route, the sooner you're back in business.

Alabama



Results for: **Alabama**

NEW WAY SALES MANAGER

Ken Beugger

DISTRIBUTOR

Sansom Equipment Co.

2800 Powell Avenue South,
Birmingham Alabama 35233

[Website](#)

SERVICE AREA

Entire State / Province

NEW WAY SALES MANAGER

Ken Beugger

DISTRIBUTOR

Sansom Equipment Co.

2025 West I-65 Service Road North,
Mobile Alabama 36618

[Website](#)

SERVICE AREA

Entire State / Province

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Saunders Engine & Equipment Co Inc for haulout and preventative maintenance services for MFRD fireboat.

Amount of Contract:

\$25,240.35

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Saunders Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Saunders Engine & Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Saunders Engine & Equipment Co Inc for haulout and
preventative maintenance services for MFRD fireboat.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,240.35

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>7340</u>	2026	(1510) FIRE ADMINISTRATION	HAULOUT AND PREVENTATIVE MAINTENANCE SERVICES FOR MFRD FIREBOAT (PRICE BELOW BID REQUIREMENT)	\$25,240.35	(299232) <u>SAUNDERS</u> <u>ENGINE &</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released
--	--

Page 1

Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	FIREBOAT 2/ASSET 76946; PARTS: FILTER, B SERIES OIL; Estimate #: 531352	2.00 EACH	18.44000	36.88

1 1000.30.15.1510.1510.1510.0000.0000.45050. 36.88

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIREBOAT 2/ASSET 76946; PARTS: OIL, PREMIUM BLUE 1 GAL (3/1 CASE); Estimate #: 531352	6.00 EACH	32.79000	196.74
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1 1000.30.15.1510.1510.1510.0000.0000.45050. 196.74

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released
--	--

Page 2

Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
2851 OLD SHELL ROAD MOBILE, AL 36607			

004 FIREBOAT 2/ASSET 76946;PARTS: OIL, PREMIUM BLUE 5 GAL; Estimate #: 531352	2.00 EACH	146.27000	292.54
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1 1000.30.15.1510.1510.1510.0000.0000.45050.	292.54
--	--------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

005 FIREBOAT 2/ASSET 76946; PARTS: ELEMENT, AIR SEP; Estimate #: 531352	2.00 EACH	203.93000	407.86
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1 1000.30.15.1510.1510.1510.0000.0000.45050.	407.86
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 3
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Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

006 FIREBOAT 2/ASSET 76946; PARTS: 30 MICRON ELEMENT; Estimate #: 531352	4.00 EACH	12.46000	49.84
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			49.84
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

007 FIREBOAT 2/ASSET 76946; PARTS: FILTER; Estimate #: 531352	2.00 EACH	35.85000	71.70
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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

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
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01/28/26	299232				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1510.1510.0000.0000.45050.			71.70

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

008 FIREBOAT 2/ASSET 76946; PARTS:	1.00	250.00000	250.00
MISC; Estimate #: 531352	EACH		

1 1000.30.15.1510.1510.1510.0000.0000.45050.			250.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

009 FIREBOAT 2/ASSET 76946; PARTS: PAD,	12.00	0.91000	10.92
OIL SORB 3/8 X 17; Estimate #:	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 5
--	--	--------

Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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1	1000.30.15.1510.1510.1510.0000.0000.45050.			10.92
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

010	FIREBOAT 2/ASSET; PARTS: ZEP AEROSOLVE II, DEGREASER; Estimate #: 531352	2.00 EACH	20.73000	41.46
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1	1000.30.15.1510.1510.1510.0000.0000.45050.			41.46
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

=====	=====
Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 6
=====	=====

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/28/26	299232				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
011	FIREBOAT 2/ASSET; PARTS: ROLL-OFF AMAZING CLEANER QT; Estimate #: 531352	1.00 EACH	8.96000	8.96

1 1000.30.15.1510.1510.1510.0000.0000.45050. 8.96

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

012	FIREBOAT 2/ASSET; SHOP SUPPLIES AND ENVIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	141.32000	141.32
-----	--	--------------	-----------	--------

1 1000.30.15.1510.1510.1510.0000.0000.45050. 141.32

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY

=====	=====
Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 7
=====	=====

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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01/28/26	299232				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

013	FREIGHT	1.00	300.00000	300.00
		EACH		

Additional Description Notes

ESTIMATE #: 531352

Vendor Item

Inventory Item/Loc 14009

1	1000.30.15.1510.1510.1510.0000.0000.45050.			300.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

015	FIREBOAT 2/ASSET 76946; LABOR;	1.00	1800.00000	1800.00
	Estimate #: 531352	EACH		

1	1000.30.15.1510.1510.1510.0000.0000.45050.			1800.00
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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 8
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

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
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01/28/26	299232				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

016 FIREBOAT 2/ASSET 76946; PARTS:	2.00	123.16000	246.32
IMPELLER; Estimate #: 531352	EACH		
1 1000.30.15.1510.1510.1510.0000.0000.45050.			246.32

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

017 FIREBOAT 2/ASSET 76946; PARTS:	2.00	196.44000	392.88
GASKET, VALVE COVER; Estimate #:	EACH		
531352			

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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 9
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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01/28/26	299232
	FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1510.1510.0000.0000.45050.			392.88

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

018 FIREBOAT 2/ASSET 76946; PARTS:	4.00	35.58000	142.32
FLUSH, GALLON COOLANT SYSTEM;	EACH		
Estimate #: 531352			

1 1000.30.15.1510.1510.1510.0000.0000.45050.			142.32
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

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
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01/28/26	299232				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
019	FIREBOAT 2/ASSET 76946; PARTS: BELT; Estimate #: 531352	2.00 EACH	123.09000	246.18
1	1000.30.15.1510.1510.1510.0000.0000.45050.			246.18

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

020	FIREBOAT 2/ASSET 76946; SHOP SUPPLES AND EVNIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	128.50000	128.50
1	1000.30.15.1510.1510.1510.0000.0000.45050.			128.50

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 11
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

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
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01/28/26	299232				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
021	FIREBOAT 2/ASSET 76946; PARTS: DELO OIL SAE 30 GAL; Estimate #: 531352	4.00 EACH	27.44000	109.76
1	1000.30.15.1510.1510.1510.0000.0000.45050.			109.76
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
022	FIREBOAT 2/ASSET 76946; SHOP SUPPLIES AND ENVIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	56.16000	56.16
1	1000.30.15.1510.1510.1510.0000.0000.45050.			56.16

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 12
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Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

023 FIREBOAT 2/ASSET 76946; SHOP SUPPLIES AND ENVIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	249.98000	249.98
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			249.98
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

024 FIREBOAT 2/ASSET 76946;LABOR: HAMILTON JET DRIVE SERVICE;	1.00 EACH	12500.00000	12500.00
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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 13
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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01/28/26	299232
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Estimate #: 531352			

1	1000.30.15.1510.1510.1510.0000.0000.45050.			12500.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

025	FIREBOAT 2/ASSET 76946; LABOR;	1.00	900.00000	900.00
	Estimate #: 531352	EACH		

1	1000.30.15.1510.1510.1510.0000.0000.45050.			900.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 14
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Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
026	FIREBOAT 2/ASSET 76946; PARTS: IMPELLER, OBERODRFR 202M ; Estimate #: 531352	1.00 EACH	46.43000	46.43

1 1000.30.15.1510.1510.1510.0000.0000.45050. 46.43

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

027	FIREBOAT 2/ASSET 76946; PARTS: OIL, PREMIUM BLUE 1 GAL (3/1 CASE); Estimate #: 531352	2.00 EACH	32.79000	65.58
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1 1000.30.15.1510.1510.1510.0000.0000.45050. 65.58

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released
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Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
028	FIREBOAT 2/ASSET 76946; PARTS: FILTER, FUEL PHASOR 8KW & UP; Estimate #: 531352	1.00 EACH	42.49000	42.49
1	1000.30.15.1510.1510.1510.0000.0000.45050.			42.49
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
029	FIREBOAT 2/ASSET 76946; PARTS: OIL FILTER; Estimate #: 531352	1.00 EACH	14.47000	14.47
1	1000.30.15.1510.1510.1510.0000.0000.45050.			14.47

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released
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Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

030 FIREBOAT 2/ASSET 76946; PARTS: FILTER, FUEL (FF5172); Estimate #: 531352	1.00 EACH	17.66000	17.66
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1 1000.30.15.1510.1510.1510.0000.0000.45050.	17.66
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

031 FIREBOAT 2/ASSET 76946; PARTS: BELT; Estimate #: 531352	1.00 EACH	32.52000	32.52
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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 17
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
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01/28/26	299232
	FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1510.1510.0000.0000.45050.			32.52

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

032 FIREBOAT 2/ASSET 76946; PARTS:	1.00	63.58000	63.58
KUBOTA, FUEL FILTER; Estimate #:	EACH		
531352			

1 1000.30.15.1510.1510.1510.0000.0000.45050.			63.58
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 18
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Vendor SAUNDERS ENGINE & EQUIPMENT CO INC PO BOX 4349 GULF SHORES, AL 36547 Tel#2519813700	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG
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Deliver To
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 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
033	FREIGHT	1.00 EACH	75.00000	75.00

Additional Description Notes

Estimate #:531352
 Vendor Item
 Inventory Item/Loc 14009

1	1000.30.15.1510.1510.1510.0000.0000.45050.	75.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

034	FIREBOAT 2/ASSET 76946; SHOP SUPPLIES AND ENVIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	29.63000	29.63
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1	1000.30.15.1510.1510.1510.0000.0000.45050.	29.63
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 19
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Vendor SAUNDERS ENGINE & EQUIPMENT CO INC PO BOX 4349 GULF SHORES, AL 36547 Tel#2519813700	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG
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Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

035 FIREBOAT 2/ASSET 76946; LABOR; Estimate #: 531352	1.00 EACH	375.00000	375.00
1 1000.30.15.1510.1510.1510.0000.0000.45050.			375.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

036 FIREBOAT 2/ASSET 76946; PARTS:ZIPWAKE INTERCEPTOR 600 S; Estimate #: 531352	1.00 EACH	1409.34000	1409.34
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Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
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Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

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
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01/28/26	299232				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			1409.34
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

037 FIREBOAT 2/ASSET 76946; MISC; Estimate #: 531352	1.00 EACH	800.00000	800.00
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			800.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

038 FREIGHT	1.00	182.54000	182.54
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released
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Vendor
 SAUNDERS ENGINE & EQUIPMENT CO INC
 PO BOX 4349

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN Description / Account	Qty EACH	Unit Price	Net Price
Additional Description Notes ----- ESTIMATE #: 531352 Vendor Item Inventory Item/Loc 14009			
1 1000.30.15.1510.1510.1510.0000.0000.45050.			182.54
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
039 FIREBOAT 2/ASSET 76946; SHOP SUPPLIES AND ENVIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	112.62000	112.62
1 1000.30.15.1510.1510.1510.0000.0000.45050.			112.62

=====	=====
Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 22
=====	=====

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/28/26	299232				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

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

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

040 FIREBOAT 2/ASSET 76946;LABOR; Estimate #: 531352	1.00 EACH	1080.00000	1080.00
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			1080.00
--	--	--	---------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

041 FIREBOAT 2/ASSET 76946;SHOP SUPPLIES AND ENVIRONMENTAL FEES; Estimate #: 531352	1.00 EACH	0.17000	0.17
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=====	=====
Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 23
=====	=====

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
01/28/26	299232
	FIRE ADMINISTRATION
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			.17
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

042 FIREBOAT 2/ASSET 76946;LABOR; Estimate #: 531352	1.00 EACH	513.00000	513.00
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1 1000.30.15.1510.1510.1510.0000.0000.45050.			513.00
--	--	--	--------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

043 FIREBOAT 2/ASSET 76946; LABOR;	1.00	1800.00000	1800.00
------------------------------------	------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007340-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 24
--	--	---------

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	299232				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050. Estimate #: 531352			1800.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 25240.35

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	25240.35	2208948.48
FIRE ADMINISTRATION EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Queued	01/29/26	DONALD ROSE	
Queued	01/29/26	SANDRA LEWIS	
Queued	01/29/26	STEVEN KRONINGER	
Queued	01/29/26	SAMANTHA COOLEY	
Queued	01/29/26	JAMES NEESE	
Queued	01/29/26	PATRICIA KENNEDY-JONES	

=====	=====
Bill To	Requisition 00007340-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 25
=====	=====

Vendor
SAUNDERS ENGINE & EQUIPMENT CO INC
PO BOX 4349

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

GULF SHORES, AL 36547

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Tel#2519813700

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
01/28/26	299232
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Queued	01/29/26 REBECCA CRUMPLER			
Queued	01/29/26 ANNE FOLEY			
Queued	01/29/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to STONS, Inc for annual renewal of Monday.com project management software for MIT.

Amount of Contract:

\$74,115.00

Funding Source

General fund

ATTACHMENTS:

1. 20260129 Stons Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 February 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 STONS, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to STONS, Inc for annual renewal of Monday.com project management software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$74,115.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: GSA Contract, Bid exempt as software.

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>6793</u>	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MONDAY.COM PROJECT MANAGEMENT SOFTWARE FOR MIT (GSA CONTRACT, BID EXEMPT AS SOFTWARE)	\$74,115.00	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006793-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	297526				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA QUOTE #GS35F153GA
TAX ID: 32-0384453

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION
RENEWAL OF EXISITNG SOFTWARE

001 MONDAY.COM WORK OS- ENTERPRISE PLAN, 125 SEATS. 1 YEAR TERM DEC 24, 2025 - DEC 23, 2026.	125.00 EACH	592.92000	74115.00
1 1000.10.23.5000.5000.5000.0000.0000.42115.			74115.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	74115.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006793-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	297526				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	74115.00	3319122.04
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/15/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/15/26	SCOTT KEARNEY	
Approved	01/15/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	01/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/27/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	01/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	01/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	01/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	01/27/26	ANNE FOLEY	
Approved	01/27/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



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V13 MONDAY CRM ENT YEARLY LICENSE - 1 US

V13 monday.com CRM ENT Yearly licence - 1 user CRM Enterprise (billed annually)cost per month (min 25 - steps of 5)

About This Item

Manufacturer Part Number	V13CRMENT
Manufacturer	MONDAY.COM
Country of Origin	ISRAEL
Warranty	1 YR
Schedule/SIN	MAS/511210

- Disaster Purchasing Items
- Cooperative Purchasing Items

\$49.41 EA

Quantity:

1

Add to Cart

Compare Sources (1)

Sold and Shipped by

STONS INC
Contract minimum order: \$500.00

Contract Number
GS-35F-153GA (Ends: Dec 27, 2026)

Socio



FOB/Shipping

- Shipping included - CONUS, AK, PR, HI

Delivery

30 days delivered ARO

REPORT AN ISSUE

Report incorrect product information (Login Required)

Contact us

National Customer Service Center
Email: [ncsccustomer.service@gsa.gov](mailto:ncscustomer.service@gsa.gov)
Phone: 1-800-488-3111

Vendor Support Center

Email: vendor.support@gsa.gov
Phone: 1-877-495-4849

Technical support on this site

Email: GSA.Advantage@gsa.gov
Phone: 1-877-472-3777

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order(s) to The Conner Group LLC for 6-month rental of 2 2023 F550 utility-body-chassis, Axton AT40 45-foot-working-height, articulating bucket trucks for Electrical Dept.

Amount of Contract:

\$42,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 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 6-month rental of 2 2023 F550 utility-body-chassis, Axton AT40 45-foot-working-height, articulating bucket trucks for Electrical Dept. General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$42,000.00

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>7141, 7143</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	SIX-MONTH RENTAL OF TWO 2023 F550 UTILITY-BODY-CHASSIS, AXTON AT40 45-FOOT-WORKING-HEIGHT, ARTICULATING, TELESCOPIC BUCKET TRUCKS FOR ELECTRICAL DEPT (SEALED BID 6018)	\$42,000.00	<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 00007141-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 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
01/23/26	300146				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 RENTAL AS PER FOLLOWS:	6.00 EACH	3500.00000	21000.00

Additional Description Notes

RENTAL OF ONE (1) ALTEC AT 40-G OR EQUIVALENT LIFTS FOR TRAFFIC SIGNAL AND OVERHEAD STREET NAME SIGN MAINTENANCE FROM 12/1/2025 TO 12/1/2026. CONTACT RANDY HAMNER AT 251-609-2860 AT TIME OF DELIVERY. 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
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Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007141-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 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
01/23/26	300146				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 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
1000.40.20.2070.2050.2070.0000.0000.49032.	21000.00	3073571.73
FLEET MANAGEMENT EXP	EQUIPMENT RENTAL	

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

Activity	Date	Clerk	Comment
Approved	01/27/26	MATTHEW ANDERSON	
Approved	01/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	01/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	01/28/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/28/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/28/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/28/26	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007141-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: Status: Approved
---	---

Page 3

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
01/23/26	300146				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/28/26 JAMES NEESE	Auto approved by:	9105paij	
Approved	01/28/26 PATRICIA KENNEDY-JONES	Auto approved by:	9105paij	
Approved	01/28/26 REBECCA CRUMPLER	Auto approved by:	9105paij	
Approved	01/28/26 ANNE FOLEY	Auto approved by:	9105paij	
Approved	01/28/26 JOHN PAINE			

Authorized By: _____ Date: _____

Signature

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007143-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 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.GOV 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
01/23/26	300146				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 RENTAL AS PER FOLLOWS:	6.00 EACH	3500.00000	21000.00

Additional Description Notes

RENTAL OF ONE (1) ALTEC AT 40-G OR EQUIVALENT LIFTS FOR TRAFFIC SIGNAL AND OVERHEAD STREET NAME SIGN MAINTENANCE FROM 12/1/2025 TO 12/1/2026. CONTACT RANDY HAMNER AT 251-609-2860 AT TIME OF DELIVERY. 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
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Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007143-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 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.GOV 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
01/23/26	300146				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 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	3073571.73
FLEET MANAGEMENT EXP	EQUIPMENT RENTAL	

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

Activity	Date	Clerk	Comment
Approved	01/27/26	MATTHEW ANDERSON	
Approved	01/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	01/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	01/28/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/28/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/28/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/28/26	SAMANTHA COOLEY	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: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

To approve issuance of purchase order to ThinkGard, LLC for annual renewal of network security information event management and response software and services for MIT.

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Think Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 February 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 ThinkGard LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to ThinkGard, LLC for annual renewal of network security information event management and response software and services for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$21,060.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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>6399</u>	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF SECURITY INFORMATION EVENT MANAGEMENT AND RESPONSE SOFTWARE AND SERVICES FOR MIT (BID EXEMPT AS PROFESSIONAL SERVICES, SECURITY, AND SOFTWARE)	\$21,060.00	<u>(297326)</u> <u>THINKGARD LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006399-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/08/26	297326	01/15/26			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

RENEWAL PER QUOTE #20260108-123527480.

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001	Security Information Event Management (SIEM) & Security Orchestration Automation & Response (SOAR) Services -"Standard" (500 GB Consumption) Product Only < Not Under CyberGard Support > Standard Plan: (1 Year Agreement) • Consumption Tier: 500 GB (Monthly) • Search Event Storage: 30 Days • Searchable Alarms & Vulnerabilities: 1 Year • Cold Storage of Logs: Contract Duration • Notifications: o Email o AWS o SNS o Slack o DataDog • Includes: o Response Orchestration o Built-In Compliance Reports o Federation Ready Advance AlienApps(Consumption Tier: 500 GB Monthly) Standard Plan: (1-Year Agreement) Includes 2 sensors Search Event Storage: 30 Days Cold storage of logs: duration of	1.00 EACH	21060.00000	21060.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006399-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference GHOLLIDAY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/08/26	297326	01/15/26			INFORMATION TECHNOLOGY

LN	Description / Account contract.	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			21060.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GHOLLIDAY@CITYOFMOBILE.GOV

 Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	21060.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	21060.00	3319122.04
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/08/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/08/26	SCOTT KEARNEY	
Approved	01/08/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/08/26	DONALD ROSE	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal - 2929 Government Blvd to Moot Ave.

Amount of Contract:

\$29,986.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Galloway Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Thomas A. Galloway

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal - 2929 Government Blvd to Moot Ave.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$29,986.00

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>7379</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 2929 GOVERNMENT BLVD TO MOOT AVENUE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$29,986.00	(<u>300085</u>) <u>THOMAS A. GALLOWAY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007379-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 THOMAS A. GALLOWAY
 33064 STABLES DR. UNIT B

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

DAPHNE, AL 36527

Tel#251.232.1151

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
01/29/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-25 2929 GOVERNMENT BLVD TO MOOT AVE Additional Description Notes DISTRICT 3	1.00 EACH	29986.00000	29986.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			29986.00

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 29986.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29986.00	5015064.31
STORMWATER EXP		
DITCH MAINTENANCE		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus employee timekeeping software for multiple City departments.

Amount of Contract:

\$41,766.87

Funding Source

General fund

ATTACHMENTS:

1. 20260126 TCP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 February 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 TimeClock Plus LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus employee timekeeping software for multiple City departments.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$41,766.87

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: Bid exempt as software.

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>6961</u>	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF TIMECLOCK PLUS EMPLOYEE TIMEKEEPING SOFTWARE FOR MULTIPLE DEPARTMENTS (BID EXEMPT AS SOFTWARE)	\$41,766.87	<u>(295232)</u> <u>TIMECLOCK PLUS</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006961-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 TIMECLOCK PLUS LLC
 1 TIME CLOCK DRIVE

 SAN ANGELO, TX 76904

 Tel#325-223-9500
 Fax 325-223-9104

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 SAMANTHA.COOLEY@CITYOFMOBILE.GOV

 Delivery Reference
 SCOTT KEARNEY

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	295232				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER INVOICE #00462734. CUSTOMER A194089-583651.

RENEWAL OF EXISTING LICENSE. STATE OF ALABAMA SOFTWARE EXECEPTION CODE 41-16-51(a)(8).

TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE LICENSE

02/26/2026-02/25/2027 PD NCPA CONTRACT #11-27.

001 TimeClock Plus Professional Annual	718.00	25.44000	18265.92
Clockable Employee License	EACH		
02/26/2026-02/25/2027.			

1 1000.10.23.5000.5000.5000.0000.0000.42115.	18265.92
--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006961-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	295232				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	TimeClock Plus Professional Annual Clockable Employee License 02/26/2026-02/25/2027.	521.00 EACH	40.07000	20876.47

1 1000.10.23.5000.5000.5000.0000.0000.42115. 20876.47

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	TimeClock Plus Professional Annual Clockable Employee License 02/26/2026-02/25/2027.	34.00 EACH	40.07000	1362.38
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1 1000.10.23.5000.5000.5000.0000.0000.42115. 1362.38

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006961-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	295232				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	TimeClock Plus Professional Annual Clockable Employee License 02/26/2026-02/25/2027.	30.00 EACH	42.07000	1262.10
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1262.10
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus employee timekeeping-equipment maintenance-services for multiple City departments.

Amount of Contract:

\$31,020.86

Funding Source

General fund.

ATTACHMENTS:

1. 20260126 TCP2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 February 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 TimeClock Plus LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus
employee timekeeping-equipment maintenance-services for multiple City departments.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$31,020.86

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: Bid exempt as professional service and sole source for maintaining proprietary equipment.

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>6952</u>	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF TIMECLOCK PLUS EMPLOYEE TIMEKEEPING EQUIPMENT MAINTENANCE SERVICES FOR MULTIPLE DEPARTMENTS (PROFESSIONAL SERVICE; SOLE SOURCE FOR MAINTAINING PROPRIETARY EQUIPMENT)	\$31,020.86	<u>(295232)</u> <u>TIMECLOCK PLUS</u> <u>LLC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00006952-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
TIMECLOCK PLUS LLC	MIT
1 TIME CLOCK DRIVE	651 CHURCH STREET
	MOBILE, AL 36602

SAN ANGELO, TX 76904

Tel#325-223-9500
Fax 325-223-9104

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

-----	-----
Date Ordered	Vendor Number
01/20/26	295232
Date Required	Ship Via
Terms	Department
	INFORMATION TECHNOLOGY
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION AND INVOICE
#INV00462733.

001	HARDWARE SUPPORT & MAINTENANCE	1.00	31020.86000	31020.86
	02/15/2026-02/14/2027	EACH		

1	1000.10.23.5000.5000.5000.0000.0000.42150.		31020.86
---	--	--	----------

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total	31020.86
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.		
INFORMATION TECHNOLOGY EXP	31020.86	3335482.05
MAINTENANCE & REPAIRS		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006952-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 TIMECLOCK PLUS LLC
 1 TIME CLOCK DRIVE

 SAN ANGELO, TX 76904

 Tel#325-223-9500
 Fax 325-223-9104

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	295232				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
Approved	01/21/26 GREG HOLLIDAY	Auto approved by: 91057606		
Approved	01/21/26 SCOTT KEARNEY			
Approved	01/21/26 UDARA JAYASENA	Auto approved by: 91057606		
Approved	01/22/26 DONALD ROSE	Auto approved by: 9105fola		
Approved	01/22/26 SANDRA LEWIS	Auto approved by: 9105fola		
Approved	01/22/26 STEVEN KRONINGER	Auto approved by: 9105fola		
Approved	01/22/26 SAMANTHA COOLEY	Auto approved by: 9105fola		
Approved	01/22/26 JAMES NEESE	Auto approved by: 9105fola		
Approved	01/22/26 PATRICIA KENNEDY-JONES	Auto approved by: 9105fola		
Approved	01/22/26 REBECCA CRUMPLER	Auto approved by: 9105fola		
Approved	01/22/26 ANNE FOLEY			
Approved	01/22/26 JOHN PAINE	Auto approved by: 9105fola		

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the reallocation of \$225,000.00 in the Capital Improvement Fund (2000) from Capital Project #C0116 Capital Improvement Reserve to Capital Project F746-002 MIT Building HVAC Emergency Repairs

Amount of Contract:

\$225,000.00

Funding Source

C0116

ATTACHMENTS:

1. F746-002 MIT BUILDING RESOLUTION

REVIEWERS:

Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$225,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project F746-002 MIT Building HVAC Emergency Repairs. These funds will be used to acquire a new HVAC for MIT Building.

ADOPTED:

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3030

DATE OF REQUEST: 01/14/2026

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ \$ 225,000.00

FROM CAPITAL PROJECT#: C0116

CAPITAL PROJECT NAME: CAPITAL IMPROVEMENT RESERVE

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F746-002

PROJECT NAME: MIT BUILDING HVAC EMERGENCY REPAIRS & ASSOCIATED WORK

DEPT. PROJECT#: _____

PURPOSE: TO COVER MIT HVAC REPAIRS.

Marilyn Bullard
Employee signature

Carleen Stout-Clark
Carleen Stout-Clark (Jan 20, 2026 07:59:36 CST)
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Josh Woods, Councilmember

Gina Gregory, Councilmember

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve change order no 2 with APAC-Alabama, Inc (formerly known as H.O. Weaver & Sons, Inc.) for additional construction services.

Amount of Contract:

increase \$102,200.01; revised contract amount \$3,156,054.10

Funding Source

RSF24 D6&7

ATTACHMENTS:

1. 2024-3005-03 2024 CIP Resurfacing City Council Districts 6 and 7 (HO Weaver and Sons- APAC Alabama Inc) change order no 2

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/26/26

TYPE: Select One ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: H.O. Weaver & Sons, Inc. (now known as APAC-Alabama, Inc.)

DISTRICT#: Select Item. #657

DEPT. PROJECT#: 2024-3005-03

REQUEST: Please ^{Add} Select option. \$ 102,200.01 from Capital Project#/Title: RSF24 DW57
2024 CIP Resurfacing City Council Districts 657
to contract# 4984.

Total amount of Amendment: \$ 102,200.01

Current contract amount: \$ 3,053,854.09

Revised contract amount: \$ 3,156,054.10

Comments: Unforeseen conditions and utility
conflicts were encountered during construction.


Employee signature


Approval signature

RESOLUTION

Sponsored by:

Mayor Spiro Cheriogotis, Councilmembers Josh Woods and Gina Gregory

WHEREAS, the CITY entered into a contract dated **June 4, 2024** with **H.O Weaver & Sons, Inc. (now dba as APAC-Alabama Inc.)**, for construction services on the project known as **2024 CIP Resurfacing City Council Districts 6 & 7 (COM Project No. 2024-3005-03)**; and

WHEREAS, the original contract amount was **\$2,789,867.36** for a unit priced based contract for CIP resurfacing in council districts 6 & 7; and

WHEREAS, during construction, unforeseen circumstances with utilities and existing conditions caused additional work to become necessary for payment adjustments estimated to be **\$263,986.73** in previously approved Change Order #1 dated June 12, 2025, and increasing the original agreement to a total of **\$3,053,854.09**; and

WHEREAS, the actual construction cost for the timely repair was **\$366,186.74**, requiring an additional **\$102,200.01** to be added to the previously approved amount of **\$263,986.73**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #2 in the amount of **\$102,200.01**, for a total of **\$3,156,054.10** to be paid to **H.O Weaver & Sons, Inc. (now dba as APAC-Alabama Inc.)** for the construction of **2024 CIP Resurfacing City Council Districts 6 & 7 (COM Project No. 2024-3005-03)**.

Adopted:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6&7

PROJECT NUMBER: 2024-3005-03

The attached change order number 2 to contract with
APAC-Alabama, Inc.

dated June 4, 2024 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.
- 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT



City Engineer



January 15, 2026

John Forrester, P.E.
City Engineer

Subject: **Change Order #2**
Project: **2024-3005-3 CIP Resurfacing City Council Districts 6&7**

Mr. Forrester:

Attached for your consideration is a change order request for the above referenced project.

Payment for the construction contract with APAC-Alabama Inc is expected to be an additional \$102,200.01 above the contracted amount on Change Order #1.

The additional work consists of: additional drainage work (pipe/structures), unforeseen additional excavation, milling/paving on Museum Drive, storm drain crossing repairs, Parkway turnaround and drainage work, and the improvements on Knowles Lane. These additional work items pushed the overall project cost over the limits of the revised contracted amounts.

The prices have been reviewed and found to be reasonable, fair, and equitable in today's market. I recommend approval because it is in the best interest of the City of Mobile and the safety of the traveling public. The change order method is being used, rather than competitive bids, for these reasons: The competitive bid method would be more expensive, more time consuming, and is not practical given the schedule.

Please let me know if further information is required or if you have any questions.

Thank you,

Larry Dorsey, P.E.
Dorsey & Dorsey Engineering, Inc.
President and CEO

**ATTACHMENT C
CHANGE ORDER NO. 2
CHANGE ORDER NO. 2 ADDITIONAL ITEMS**

OWNER: CITY OF MOBILE, ALABAMA

**APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242**

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>	<u>ORIGINAL CONTRACT ITEMS</u>			<u>PROJECT FINAL</u>		<u>ADDITIONAL ITEMS</u>	
			<u>QTY</u>	<u>Unit Bid Price</u>	<u>Total</u>	<u>QUANTITY</u>	<u>AMOUNT</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
999X	Knowles Rd (added drainage work) obligated	LS						1	\$17,240.00
999X	Parkway Dr (added turnaround & drainage work) obligated	LS						1	\$20,000.00
999X	Museum Dr (additonal drainage structure, excavation & paving) obligated/to be done	LS						1	\$64,960.01
TOTALS					\$0.00		\$0.00		\$102,200.01

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 2 = \$102,200.01

ENGINEER:

Sam C. Dorsey

CONTRACTOR:

Michael C. Skatton



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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 Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No. Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com														
INSURED APAC-Alabama, Inc. (200-BIR) 2700 Corporate Drive, Suite 250 Birmingham AL 35242	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Insurance Company	23035														
INSURER B: Liberty Insurance Corporation	42404														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 86763623**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 ☒ Primary/Non-Contributory ☒ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	TB2-C81-004095-115 XCU Coverage Included	9/1/2025	9/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	AS2-C81-004095-125 AS2-C81-054502-525 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2025 9/1/2025	9/1/2026 9/1/2026	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 \$	☒	☒	TL2-681-054523-925 (General Liability) Various - See Attached	9/1/2025	9/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Products/Completed Ops \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	WA7-C8D-004095-025 All except OH, ND, WA, WY WC7-C81-004095-015 WI, MN	9/1/2025 9/1/2025	9/1/2026 9/1/2026	☒ 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

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

RE: Project # 2024-3005-03 Resurfacing City Council District 6 & 7.
See additional attached remarks.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Valerie Reece

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. National Insurance East		NAMED INSURED APAC-Alabama, Inc. (200-BIR) 2700 Corporate Drive, Suite 250 Birmingham AL 35242
POLICY NUMBER TB2-C81-004095-115		
CARRIER Liberty Mutual Fire Insurance Company	NAIC CODE 23035	EFFECTIVE DATE: 9/1/2025

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)**HOLDER:** City of Mobile**ADDRESS:** P.O. Box 1827 Mobile AL 36633

RE: Project # 2024-3005-03 Resurfacing City Council District 6 & 7.

City of Mobile is listed as additional insured with regards to the general liability, automobile liability, and excess liability policies, on a primary and non-contributory basis, where required by written contract.

Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

30-day Notice of Cancellation.

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: 2024-3005-03 (2024 CIP Resurfacing City Council Districts 6&7)

PROJECT LOCATION: Districts 6 &7

DEPARTMENT PROJECT NUMBER: 3005

CHANGE ORDER #: 1 AMOUNT: \$263,986.73 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 4984

CAPITAL ACCOUNT: 2000.2000.48010

VENDOR #: 299640 VENDOR NAME: APAC-Alabama, Inc

Prepared by: LaShey Williams Date: 07/08/2025

REVIEWED AND APPROVED BY:

John Forrester
07/10/2025 11:28 AM
forresterj@cityofmobile.org

Nick Amberger
07/10/2025 11:49 AM
nick.amberger@cityofmobile.org

Brenda Rhodes
07/10/2025 03:37 PM
brenda.rhodes@cityofmobile.org

Victoria Shoots
07/10/2025 04:24 PM
victoria.shoots@cityofmobile.org

Ricardo Woods
07/16/2025 04:31 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 6-25-25

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: APAC - Alabama Inc.

DISTRICT#: Select Item. 67

DEPT. PROJECT#: 2024-3005-03

REQUEST: Please add / subtract \$ 263,986.73 from Capital Project#/Title:

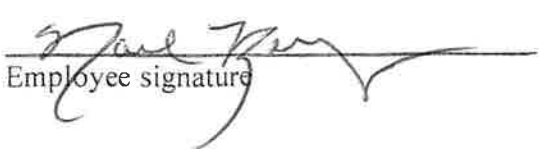
RSF 24 D687 / 2024 CIP Resurfacing City Council Districts 6&7
to contract# 4984.

Total amount of Change Order: \$ 263,986.73

Current contract amount: \$ 2,789,867.36

Revised contract amount: \$ 3,053,854.09

Comments: See attached.


Employee signature


Approval signature

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6&7

PROJECT NUMBER: 2024-3005-03

The attached change order number 1 to contract with
APAC-Alabama, Inc.

dated June 12, 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: _____



ENGINEER OR CONSULTANT



City Engineer

CHANGE ORDER NUMBER 1 DATE 6/26/25

PROJECT NAME AND NUMBER 2024 CIP Resurfacing City Council Districts 6&7
Project No. 2024-3005-03

TO APAC-Alabama Inc.
PO Box 385025, Birmingham, AL 35242

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated June 12, 2025.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$ <u>71,882.33</u>
Estimated Under Run (Attachment "B")	\$ <u>0.00</u>
Additional Items (Attachment "C")	\$ <u>192,104.40</u>

Original Contract Price	\$ <u>2,789,867.36</u>
First Payment Adjustment (Less than 10%)	\$ <u>263,986.73</u>
Second Payment Adjustment (Less than 10%)	\$ <u>0.00</u>
This Payment Adjustment (Over 10%)	\$ <u>0.00</u>
Net total of Payment Adjustments	\$ <u>263,986.73</u>

THIS CHANGE ORDER NUMBER 1 (ADD) \$ 263,986.73

Revised Contract Price this Date \$ 3,053,854.09

Extension of time resulting from this change order 25 Days

BY: William S. Stimpson
2025.07.17 08:45:46
-05'00'

Mayor

ATTEST: Lisa Lambert

City Clerk
John Smith

City Engineer

APPROVED BY:

ACCEPTED BY:
Ben Paul

Owner/President VICE PRESIDENT

ATTEST: Michael C. Hinton

Witness/Secretary
6/27/25

Date



Change Order #1
2024-3005-0
CIP Resurfacing City Council Districts 6&7

Page 1 of 1

June 12, 2025

John Forrester, P.E.
City Engineer

Subject: **Change Order #1**
Project: **2024-3005-0 CIP Resurfacing City Council Districts 6&7**

Mr. Forrester:

Attached for your consideration is a change order request for the above referenced project.

Payment for the construction contract with APAC-Alabama Inc is expected to be exceeded by approximately 9%, \$263,986.73, due to additional work.

The additional work consists of the resurfacing of Ashford Rd., repairing an attenuator on University Blvd. between Overlook Rd. and Zeigler Blvd., and repairing Museum Drive storm drain crossings.

Please let me know if further information is required or if you have any questions.

Thank you,

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

Noel Berry, P.E.
City of Mobile
Engineer III

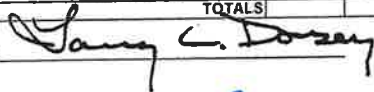
**ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN**

OWNER: CITY OF MOBILE, ALABAMA

APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			ESTIMATED FINAL		OVER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
999X-000	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER (Thru May 31st)	LS (Total Project)	1	\$ 200,000.00	\$ 200,000.00	1.3594	\$ 271,882.33		\$ 71,882.33
TOTALS					\$200,000.00		\$271,882.33		\$71,882.33

ENGINEER: 

CONTRACTOR: 

**ATTACHMENT B
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM UNDER RUN**

OWNER: CITY OF MOBILE, ALABAMA

APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			PROJECT FINAL		UNDER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
TOTALS					\$0.00		\$0.00		\$0.00

TOTAL UNDER RUNS FOR CHANGE ORDER No. 1 = \$0.00

ENGINEER: Gary C. Dorsey

CONTRACTOR: Michael C. Hester



**ATTACHMENT C
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ADDITIONAL ITEMS**

OWNER: CITY OF MOBILE, ALABAMA

APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			PROJECT FINAL		ADDITIONAL ITEMS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
999X	Ashford Rd (Included in Parkway & Kendrick totals) <u>obligated</u>	LS						1	\$24,104.40
999X	Attenuator (N. Univ Blvd) <u>accepted</u>	LS						1	\$48,000.00
999X	Museum Dr (3 Locations @ \$40K ea) <u>estimated</u>	LS						1	\$120,000.00
	TOTALS				\$0.00		\$0.00		\$192,104.40

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 1 = \$192,104.40

ENGINEER: Yang C. Dorsey

CONTRACTOR: Michael C. Colanton

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Josh Woods and Gina Gregory

WHEREAS, bids for street repairs for districts 6 and 7 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H.O. Weaver & Sons, Inc., in the amount of \$2,789,867.36.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H.O. Weaver & Sons, Inc.

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

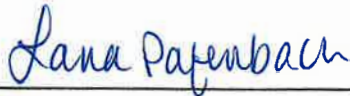
Name of Company: H.O. Weaver & Sons, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 6 & 7

Project Number: 2024-3005-03

Amount: \$2,789,867.36

Adopted: JUN 04 2024



ASSISTANT City Clerk



**2024 CIP RESURFACING –
CITY COUNCIL DISTRICTS 6 & 7**

PROJECT No. 2024-3005-03

BID DATE – APRIL 24, 2024

Sammy C. Dorsey
3/27/2024



**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

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Location	Attachment A
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DBE Compliance Form	Attachment C
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Sign Details	Attachment E
Geotechnical Reports and/or Mix Designs	Attachment F

04-24-2024

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

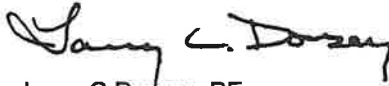
RE:
2024 CIP Resurfacing
Districts 6 & 7 -
Addendum 0003

ADDITIONAL REQUIREMENTS:

Bid Opening Date: 4-25-2024

Bid Opening Time: 2:30 PM

All other requirements are the same



Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023



**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

**ITEM I
INVITATION TO BID**

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **April 24, 2024** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2023-3005-03**
Project: **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings

Plans and contract documents may be inspected and obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of \$200 dollars (\$200.00). 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 held on **April 17, 2024**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **April 22, 2024**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024 at 10:30 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.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

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) 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 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 **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2024-3005-03**, in the City of Mobile, Alabama".

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

**PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, &
APRIL 10, 2024.**

**ITEM II
INSTRUCTIONS TO BIDDERS**

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

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.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

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 **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2022-3005-03**, 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:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) 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

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

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.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

**ITEM III
PROPOSAL**

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/29/24

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

Project No: 2024-3005-03

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings

Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **180** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **April 22, 2024**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

04-22-2024

Memo

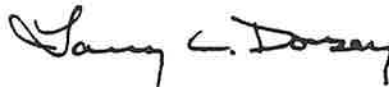
TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2024 CIP Resurfacing
Districts 6 & 7 -
Addendum 0002

ADDITIONAL REQUIREMENTS:

1. The bid items and quantities in the Excel spreadsheet distributed in Addendum No. 0001 supersede all the bid items and quantities listed on the drawings. Page numbers 12-36 in the contract documents should be deleted and replaced with the pages generated from the excel spreadsheet. This spreadsheet will be used to make the selection of the successful bidder.
2. Some of the street edges that do not have curbs or curb and gutters have buildup of debris and overgrowth. The edges should be cleared of the buildup and re-established as much as practical including any asphalt wings. This will be included in the cost of the overlay operations.



Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023



City of Mobile Project No. 2024-3005-03 (Area 1 - Blue Ridge)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$18.13	Eighteen Dollars and Thirteen Cents	\$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	40	\$13.74	Thirteen Dollars and Seventy Four Cents	\$549.60
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5219	\$2.44	Two Dollars and Forty Four Cents	\$12,734.36
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	431	\$138.11	One Hundred Thirty Eight Dollars and Eleven Cents	\$59,525.41
600-A	Mobilization	LS	1	\$13,636.05	Thirteen Thousand Six Hundred Thirty Six Dollars and Five Cents	\$13,636.05
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$4,228.00
618-D4	Handicap Ramp, Type 4	EA	2	\$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	\$3,954.62
618-E	Truncated Dome Insert, New Construction	EA	2	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$604.40
620-A	Minor Structure Concrete	CY	1	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-C	Combination Curb & Gutter	LF	40	\$44.23	Forty Four Dollars and Twenty Three Cents	\$1,769.20
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$6,438.40	Six Thousand Four Hundred Thirty Eight Dollars and Forty Cents	\$6,438.40
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00

City of Mobile Project No. 2024-3005-03 (Area 2 - Elma)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	25	\$18.13	Eighteen Dollars and Thirteen Cents	\$453.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	200	\$13.74	Thirteen Dollars and Seventy Four Cents	\$2,748.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	3	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,631.88
206-E4	Remove Concrete Inlet Throats	EA	3	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,631.88
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	11487	\$3.16	Three Dollars and Sixteen Cents	\$36,298.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	948	\$133.51	One Hundred Thirty Three Dollars and Fifty One Cents	\$126,567.48
600-A	Mobilization	LS	1	\$7,096.56	Seven Thousand Ninety Six Dollars and Fifty Six Cents	\$7,096.56
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	80	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$6,764.80
618-D2	Handicap Ramp, Type 3C	EA	2	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$3,807.70
618-D3	Handicap Ramp, Type 1B	EA	2	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$3,807.70
618-D4	Handicap Ramp, Type 4	EA	5	\$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	\$9,886.55
618-E	Truncated Dome Insert, New Construction	EA	9	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$2,719.80
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	3	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$7,351.65
623-C	Combination Curb & Gutter	LF	200	\$44.23	Forty Four Dollars and Twenty Three Cents	\$8,846.00
690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	\$7.69	Seven Dollars and Sixty Nine Cents	\$1,538.00
740-A	Traffic Control	LS	1	\$7,924.90	Seven Thousand Nine Hundred Twenty Four Dollars and Ninety Cents	\$7,924.90

698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00

ELMA Subtotal						\$246,487.71
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City of Mobile Project No. 2024-3005-03 (Area 3 - General Bullard)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	16	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$8,703.36
206-E4	Remove Concrete Inlet Throats	EA	16	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$8,703.36
206-E5	Remove Concrete Valley Gutter	LF	300	\$13.74	Thirteen Dollars and Seventy Four Cents	\$4,122.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	16549	\$2.05	Two Dollars and Five Cents	\$33,925.45
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1366	\$111.52	One Hundred Eleven Dollars and Fifty Two Cents	\$152,336.32
600-A	Mobilization	LS	1	\$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	\$6,245.43
621-C2	Inlet, Partial Top Modify to Curb Type	EA	16	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$39,208.80
623-A	Concrete Valley Gutter (Match Existing)	LF	300	\$44.23	Forty Four Dollars and Twenty Three Cents	\$13,269.00
690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	\$7.69	Seven Dollars and Sixty Nine Cents	\$1,538.00
740-A	Traffic Control	LS	1	\$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	\$6,658.18
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00

GENERAL BULLARD Subtotal	\$290,001.66
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City of Mobile Project No. 2024-3005-03 (Area 4 - Western Hill)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$18.13	Eighteen Dollars and Thirteen Cents	\$906.50
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	25	\$20.33	Twenty Dollars and Thirty Three Cents	\$508.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	25	\$13.74	Thirteen Dollars and Seventy Four Cents	\$343.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	4	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$2,175.84
206-E4	Remove Concrete Inlet Throats	EA	4	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$2,175.84
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	9682	\$2.33	Two Dollars and Thirty Three Cents	\$22,559.06
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	799	\$128.46	One Hundred Twenty Eight Dollars and Forty Six Cents	\$102,639.54
600-A	Mobilization	LS	1	\$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	\$6,245.43
618-D3	Handicap Ramp, Type 1B	EA	6	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$4,228.00
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	25	\$87.64	Eighty Seven Dollars and Sixty Four Cents	\$2,191.00
618-E	Truncated Dome Insert, New Construction	EA	6	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$1,813.20
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	4	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$9,802.20
623-C	Combination Curb & Gutter	LF	25	\$44.23	Forty Four Dollars and Twenty Three Cents	\$1,105.75
690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	\$7.69	Seven Dollars and Sixty Nine Cents	\$1,538.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
WESTERN HILL Subtotal						\$185,972.23

City of Mobile Project No. 2024-3005-03 (Area 5 - Woodland)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$18.13	Eighteen Dollars and Thirteen Cents	\$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	75	\$13.74	Thirteen Dollars and Seventy Four Cents	\$1,030.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	25658	\$1.76	One Dollar and Seventy Six Cents	\$45,158.08
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2117	\$113.32	One Hundred Thirteen Dollars and Thirty Two Cents	\$239,898.44
600-A	Mobilization	LS	1	\$7,947.70	Seven Thousand Nine Hundred Forty Seven Dollars and Seventy Cents	\$7,947.70
618-D3	Handicap Ramp, Type 1B	EA	6	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$4,228.00
618-E	Truncated Dome Insert, New Construction	EA	6	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$1,813.20
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-C	Combination Curb & Gutter	LF	75	\$44.23	Forty Four Dollars and Twenty Three Cents	\$3,317.25
690-A	Project Sign (Portable)	EA	3	\$132.61	One Hundred Thirty Two Dollars and Sixty One Cents	\$397.83
703-A	Traffic Control Markings, Class 2, Type A	SF	300	\$7.69	Seven Dollars and Sixty Nine Cents	\$2,307.00
740-A	Traffic Control	LS	1	\$8,972.42	Eight Thousand Nine Hundred Seventy Two Dollars and Forty Two Cents	\$8,972.42
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	20	\$28.58	Twenty Eight Dollars and Fifty Eight Cents	\$571.60
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
WOODLAND Subtotal						\$347,169.44

City of Mobile Project No. 2024-3005-03 (Area 6 - Kendrick Drive)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.10	\$1,648.40	One Thousand Six Hundred Forty Eight Dollars and Forty Cents	\$164.84
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,200	\$5.49	Five Dollars and Forty Nine Cents	\$23,058.00
206-D1	Removing Curb (Incl Sawcutting)	LF	40	\$13.74	Thirteen Dollars and Seventy Four Cents	\$549.60
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	84	\$13.74	Thirteen Dollars and Seventy Four Cents	\$1,154.16
210-A	Unclassified Excavation (Truck Bed Measure)	CY	20	\$19.23	Nineteen Dollars and Twenty Three Cents	\$384.60
210-D	Borrowed Excavation (Truck Bed Measure)	CY	25	\$24.73	Twenty Four Dollars and Seventy Three Cents	\$618.25
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	860	\$30.77	Thirty Dollars and Seventy Seven Cents	\$26,462.20
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	920	\$7.74	Seven Dollars and Seventy Four Cents	\$7,120.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	150	\$157.46	One Hundred Fifty Seven Dollars and Forty Six Cents	\$23,619.00
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165LBS/SY (Incl Tack Coat)	TON	30	\$294.16	Two Hundred Ninety Four Dollars and Sixteen Cents	\$8,824.80
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
620-A	Minor Structure Concrete	CY	3	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$3,181.32
623-B1	Concrete Curb (Match In Kind)	LF	40	\$44.23	Forty Four Dollars and Twenty Three Cents	\$1,769.20
623-C	Combination Curb & Gutter	LF	84	\$44.23	Forty Four Dollars and Twenty Three Cents	\$3,715.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	\$54.40	Fifty Four Dollars and Forty Cents	\$2,720.00
654-A	Solid Sodding (Match Existing)	SY	600	\$8.24	Eight Dollars and Twenty Four Cents	\$4,944.00
665--J	Silt Fence	LF	500	\$7.14	Seven Dollars and Fourteen Cents	\$3,570.00
665-O	Silt Fence Removal	LF	500	\$3.57	Three Dollars and Fifty Seven Cents	\$1,785.00

665-Q	Wattles	LF	50	\$17.86	Seventeen Dollars and Eighty Six Cents	\$893.00
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

KENDRICK DRIVE Subtotal	\$148,896.51
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City of Mobile Project No. 2024-3005-03 (Area 7 - Jasper Rd)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat)	TON	158	\$153.59	One Hundred Fifty Three Dollars and Fifty Nine Cents	\$24,267.22
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
JASPER RD Subtotal						\$38,629.64

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City of Mobile Project No. 2024-3005-03 (Area 8 - Knowles St)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D3	Removing Curb (asphalt)	LF	650	\$13.74	Thirteen Dollars and Seventy Four Cents	\$8,931.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	12	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$6,527.52
206-E4	Remove Concrete Inlet Throats	EA	12	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$6,527.52
209-A2	Mailbox Reset (Standard)	EA	3	\$384.62	Three Hundred Eighty Four Dollars and Sixty Two Cents	\$1,153.86
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	2655	\$4.56	Four Dollars and Fifty Six Cents	\$12,106.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	219	\$135.47	One Hundred Thirty Five Dollars and Forty Seven Cents	\$29,667.93
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
620-A	Minor Structure Concrete	CY	3	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$3,181.32
621-C2	Modified S-Inlet (Field Modified and Adjusted)	EA	12	\$4,890.11	Four Thousand Eight Hundred Ninety Dollars and Eleven Cents	\$58,681.32
623-A1	Concrete Curb (Type M9)	LF	2800	\$13.74	Thirteen Dollars and Seventy Four Cents	\$38,472.00
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00

KNOWLES ST Subtotal	\$194,611.69
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City of Mobile Project No. 2024-3005-03 (Area 9 - Powell Dr)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	164	\$151.52	One Hundred Fifty One Dollars and Fifty Two Cents	\$24,849.28
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$4,343.94	Four Thousand Three Hundred Forty Three Dollars and Ninety Four Cents	\$4,343.94
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
POWELL DR Subtotal						\$39,651.26

City of Mobile Project No. 2024-3005-03 (Area 10 - Foxfire)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5550	\$2.18	Two Dollars and Eighteen Cents	\$12,099.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	458	\$111.38	One Hundred Eleven Dollars and Thirty Eight Cents	\$51,012.04
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
620-A	Minor Structure Concrete	CY	1	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-B1	Concrete Curb (Match In Kind)	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
623-C	Combination Curb & Gutter	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
FOXFIRE Subtotal						\$96,407.84

City of Mobile Project No. 2024-3005-03 (Area 11 - Vanderbilt)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	200	\$18.13	Eighteen Dollars and Thirteen Cents	\$3,626.00
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	100	\$20.33	Twenty Dollars and Thirty Three Cents	\$2,033.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	\$13.74	Thirteen Dollars and Seventy Four Cents	\$4,122.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	40388	\$2.10	Two Dollars and Ten Cents	\$84,814.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 1651 BS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3332	\$110.48	One Hundred Ten Dollars and Forty Eight Cents	\$368,119.36
600-A	Mobilization	LS	1	\$9,649.96	Nine Thousand Six Hundred Forty Nine Dollars and Ninety Six Cents	\$9,649.96
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	100	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$8,456.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	20	\$87.64	Eighty Seven Dollars and Sixty Four Cents	\$1,752.80
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	100	\$87.64	Eighty Seven Dollars and Sixty Four Cents	\$8,764.00
618-D2	Handicap Ramp, Type 3C	EA	25	\$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	\$47,596.00
618-D3	Handicap Ramp, Type 1B	EA	7	\$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	\$13,326.88
618-D4	Handicap Ramp, Type 4	EA	1	\$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	\$1,977.31
618-E	Truncated Dome Insert, New Construction	EA	33	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$9,972.60
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,456.04	Two Thousand Four Hundred Fifty Six Dollars and Four Cents	\$4,912.08
623-C	Combination Curb & Gutter	LF	300	\$44.23	Forty Four Dollars and Twenty Three Cents	\$13,269.00

690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	800	\$7.69	Seven Dollars and Sixty Nine Cents	\$6,152.00
740-A	Traffic Control	LS	1	\$11,506.45	Eleven Thousand Five Hundred Six Dollars and Forty Five Cents	\$11,506.45
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

VANDERBILT Subtotal	\$629,638.72
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City of Mobile Project No. 2024-3005-03 (Area 12 - West Hill Sub)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D1	Removing Concrete Valley Gutter (Incl Sawcutting All Depths)	LF	250	\$13.74	Thirteen Dollars and Seventy Four Cents	\$3,435.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	18568	\$2.19	Two Dollars and Nineteen Cents	\$36,283.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1367	\$111.50	One Hundred Eleven Dollars and Fifty Cents	\$152,420.50
600-A	Mobilization	LS	1	\$7,893.78	Seven Thousand Eight Hundred Ninety Three Dollars and Seventy Eight Cents	\$7,893.78
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-A	Concrete Valley Gutter, Match Existing	LF	250	\$44.23	Forty Four Dollars and Twenty Three Cents	\$11,057.50
623-B1	Concrete Curb (Match In Kind)	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
623-C	Combination Curb & Gutter	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
690-A	Project Sign (Portable)	EA	3	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$437.61
703-A	Traffic Control Markings, Class 2, Type A	SF	300	\$7.69	Seven Dollars and Sixty Nine Cents	\$2,307.00
740-A	Traffic Control	LS	1	\$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	\$6,658.18
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	5	\$28.58	Twenty Eight Dollars and Fifty Eight Cents	\$142.90
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
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WEST HILL SUB Subtotal	\$245,631.21
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City of Mobile Project No. 2024-3005-03 (Area 13 - Parkway Dr)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.06	\$1,648.33	One Thousand Six Hundred Forty Eight Dollars and Thirty Three Cents	\$98.90
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,400	\$5.49	Five Dollars and Forty Nine Cents	\$24,156.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	75	\$19.23	Nineteen Dollars and Twenty Three Cents	\$1,442.25
210-D	Borrowed Excavation (Truck Bed Measure)	CY	30	\$24.73	Twenty Four Dollars and Seventy Three Cents	\$741.90
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	810	\$30.77	Thirty Dollars and Seventy Seven Cents	\$24,923.70
408-A3	Planing (Milling) of Existing Pavement, 1-1/2" Thick	SY	195	\$37.87	Thirty Seven Dollars and Eighty Seven Cents	\$7,384.65
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	650	\$11.36	Eleven Dollars and Thirty Six Cents	\$7,384.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165L BS/SY (Incl Tack Coat & Cleaning Gutters)	TON	135	\$166.09	One Hundred Sixty Six Dollars and Nine Cents	\$22,422.15
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165L BS/SY (Incl Tack Coat)	TON	65	\$254.07	Two Hundred Fifty Four Dollars and Seven Cents	\$16,514.55
600-A	Mobilization	LS	1	\$5,394.30	Five Thousand Three Hundred Ninety Four Dollars and Thirty Cents	\$5,394.30
620-A	Minor Structure Concrete	CY	3	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$3,181.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	\$54.40	Fifty Four Dollars and Forty Cents	\$2,720.00
654-A	Solid Sodding (Match Existing)	SY	1300	\$8.24	Eight Dollars and Twenty Four Cents	\$10,712.00
665-J	Silt Fence	LF	500	\$7.69	Seven Dollars and Sixty Nine Cents	\$3,845.00
665-O	Silt Fence Removal	LF	500	\$2.20	Two Dollars and Twenty Cents	\$1,100.00
665-Q	Wattles	LF	50	\$12.09	Twelve Dollars and Nine Cents	\$604.50
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00

740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
PARKWAY DR Subtotal						\$162,444.47

City of Mobile Project No. 2024-3005-03 (Guardrails)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
630-A	<u>Hillcrest @ Halls Mills Creek</u> Steel Beam Guardrail Class A, Type 2	LF	40	\$22.91	Twenty Two Dollars and Ninety One Cents	\$916.40
630-C2	<u>Hillcrest @ Halls Mills Creek</u> Guardrail End Anchor Type 20 (MASH)	EA	1	\$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	\$3,516.48
630-C3	<u>Hillcrest @ Halls Mills Creek</u> Guardrail End Anchor Box End	EA	1	\$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	\$274.73
631-B1	<u>Hillcrest @ Halls Mills Creek</u> New Post and Spacer Blocks	EA	5	\$104.40	One Hundred Four Dollars and Forty Cents	\$522.00
631-G1	<u>Hillcrest @ Halls Mills Creek</u> Steel Beam Guardrail Class A, Type 2	EA	1	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$27.47
630-A	<u>3476 Springhill WB</u> Steel Beam Guardrail Class A, Type 2	LF	20	\$22.91	Twenty Two Dollars and Ninety One Cents	\$458.20
630-C2	<u>3476 Springhill WB</u> Guardrail End Anchor Type 20 (MASH)	EA	1	\$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	\$3,516.48
630-C3	<u>3476 Springhill WB</u> Guardrail End Anchor Box End	EA	1	\$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	\$274.73
631-B1	<u>3476 Springhill WB</u> New Post and Spacer Blocks	EA	3	\$104.40	One Hundred Four Dollars and Forty Cents	\$313.20
631-G1	<u>3476 Springhill WB</u> Steel Beam Guardrail Class A, Type 2	EA	1	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$27.47
630-A	<u>Springhill and Dalewood</u> Steel Beam Guardrail Class A, Type 2	LF	20	\$33.90	Thirty Three Dollars and Ninety Cents	\$678.00
630-C2	<u>Springhill and Dalewood</u> Guardrail End Anchor Type 20 (MASH)	EA	1	\$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	\$3,516.48
630-C3	<u>Springhill and Dalewood</u> Guardrail End Anchor Box End	EA	1	\$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	\$274.73
631-B1	<u>Springhill and Dalewood</u> New Post and Spacer Blocks	EA	3	\$126.37	One Hundred Twenty Six Dollars and Thirty Seven Cents	\$379.11
631-G1	<u>Springhill and Dalewood</u> Steel Beam Guardrail Class A, Type 2	EA	1	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$27.47
631-B1	<u>Gaillard Drive</u> Replace Existing Wood Posts w/New Wood Posts and Spacer Blocks (Complete)	EA	28	\$170.33	One Hundred Seventy Dollars and Thirty Three Cents	\$4,769.24
600-A	Mobilization (All Guardrail Sites)	LS	1	\$555.55	Five Hundred Fifty Five Dollars and Fifty Five Cents	\$555.55
652-A	Seeding	ACRE	0.25	\$2,197.80	Two Thousand One Hundred Ninety Seven Dollars and Eighty Cents	\$549.45

654-A	Solid Sodding (Match Existing)	SY	50	\$8.79	Eight Dollars and Seventy Nine Cents	\$439.50
665-J	Silt Fence	LF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
665-O	Silt Fence Removal	LF	100	\$2.20	Two Dollars and Twenty Cents	\$220.00
665-Q	Wattles	LF	50	\$12.09	Twelve Dollars and Nine Cents	\$604.50
674-A	Construction Safety Fence	LF	100	\$5.49	Five Dollars and Forty Nine Cents	\$549.00
665-T	Floating Basin Booms	LF	100	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$2,747.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00
GUARDRAILS Subtotal						\$45,926.19

BID TOTALS	
AREA 1 - BLUE RIDGE Subtotal	\$118,398.79
AREA 2 - ELMA Subtotal	\$246,487.71
AREA 3 - GENERAL BULLARD Subtotal	\$290,001.66
AREA 4 - WESTERN HILL Subtotal	\$185,972.23
AREA 5 - WOODLAND Subtotal	\$347,169.44
AREA 6 - KENDRICK DR Subtotal	\$148,896.51
AREA 7 - JASPER RD Subtotal	\$38,629.64
AREA 8 - KNOWLES ST Subtotal	\$194,611.69
AREA 9 - POWELL DR Subtotal	\$39,651.26
AREA 10 - FOXFIRE RD Subtotal	\$96,407.84
AREA 11 - VANDERBILT Subtotal	\$629,638.72
AREA 12 - WEST HILL SUB Subtotal	\$245,631.21
AREA 13 - PARKWAY DR Subtotal	\$162,444.47
GUARDRAILS Subtotal	\$45,926.19
*TOTAL PROJECT BID	\$2,789,867.36

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

Total Project Bid

Total (All items listed in Proposal) 2,789,867.36

Written in words TWO MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND EIGHT HUNDRED SIXTY SEVEN DOLLARS & THIRTY SIX CENTS :

Number of working days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder H.O. Weaver & Sons, Inc.
(If a corporation)

By [Signature]
President

Business 7450 HOWELL FERRY RD.
Address MOBILE, AL 36618

[Signature]
Secretary

Business " "
Address _____

[Signature]
Treasurer

Business " "
Address _____

(Corporate Seal)

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

ATTEST: [Signature]
Asst. Secretary

2637
State License Number

Corporate Seal

STATE OF ALABAMA



BID LIMIT: U AMOUNT: UNLIMITED
LICENSE NO.: 2637
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

H O WEAVER & SONS INC

MOBILE, AL 36618

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until July 31, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

196602

18th day of July, 2023

SECRETARY-TREASURER

CHAIRMAN

Michael B. Ten

Charles A. Carole, Jr.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

**ITEM IV
BID BOND**

KNOW ALL MEN BY THESE PRESENT:

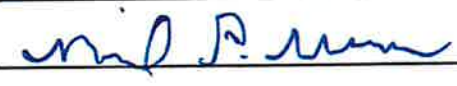
That H.O. Weaver & Sons, Inc.
(Name of Contractor)
P.O. Box 8039, Mobile, Alabama 36689
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be 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 **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7, City of Mobile Project No. 2024-3005-03**. 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 April 24, 2024 (Date)

H.O. Weaver & Sons, Inc. (Contracting Firm)

Witness as to Principal By:  (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent By  Joshua Price - Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



WESTERN SURETY COMPANY

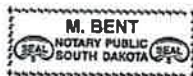
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H. O. Weaver & Sons, Inc.
_____ as Principal and Western Surety Company

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of * _____ Dollars (\$ 2,789,867.36) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for 2024 CIP Resurfacing - City Council Districts 6 & 7 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

* Two million seven hundred Eighty nine Thousand Eight hundred Sixty seven and ³⁶/₁₀₀

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: [Signature]
(Signature)

ITS: President
(Title)



ATTEST:
[Signature]
(Signature)
ITS: Witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: [Signature]
(Signature) **Joshua Price**

ITS: Attorney-in-Fact
(Title)



ATTEST:
[Signature]
(Signature)
ITS: Witness

Corporate Seal

(Title)

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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ITEM VI
PERFORMANCE BOND

H. O. Weaver & Sons, Inc.

KNOW ALL MEN: That we _____
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the “Principal”, and

Western Surety Company, 151 N. Franklin St., Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the “Surety” or “Sureties”, are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the “Owner”, in the sum of Two million Seven hundred Eighty Nine Thousand Eight Hundred Sixty Seven and ³⁶/₁₀₀ dollars (\$ _____), 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 2024 CIP Resurfacing - City Council Districts 6 & 7 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.

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

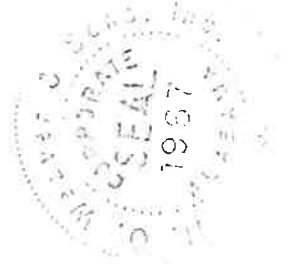
In the presence of:

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: *Paul P. Weaver*
(Signature)

ITS: President
(Title)



ATTEST:

Lynn Stimpfle
(Signature)
ITS: Witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: *Joshua Price*
(Signature)

ITS: Attorney-in-Fact
(Title)



ATTEST:

Witness
(Signature)
ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature – In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

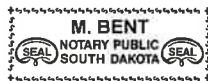
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

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).

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. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification

Addendum No. 0001 (Issued 4-19-2024)
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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 five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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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 (See Attachment C) must be submitted with the bid documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
- 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

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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 Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
15. **The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.**
16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).
17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
18. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the

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Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond 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 **FHWA 2009 MUTCD with Revisions 1, 2, and 3, July 2022** and at no cost to the Owner.
22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 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.

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
26. 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.
27. 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.
28. 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.
29. 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.
30. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
31. 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.
32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
33. 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.
34. 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.

Addendum No. 0001 (Issued 4-19-2024)
2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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35. 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.
- ~~36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.~~
37. 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.
38. 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. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
39. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.
40. 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.
41. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
42. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
43. 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.

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35. 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.
36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
37. 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.
38. 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. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
39. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.
40. 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.
41. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
42. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
43. 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.

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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.

44. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
45. Workmen shall wear reflectorized jackets.
46. At intersections, the City Project Inspectors shall determine the limits to mill and resurface.
47. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
48. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
49. The Engineer will prepare an estimate once each month for work completed.
50. **For planning purposes, an anticipated paving schedule for each of the thirteen work areas shall be submitted to the Engineer one week prior to beginning of work.**

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 17th day of May, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and H. O. Weaver & Sons, Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

Project No: 2024-3005-03

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping and markings

Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2024-3005-03**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (**estimated to total \$2,789,867.36**) 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 **DORSEY & DORSEY ENGINEERING, INC., 251-605-2023.**

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

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

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

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

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SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: William S. Stimpson

ITS MAYOR

ATTEST:

BY: Lana Pafenbach

ASSISTANT CITY CLERK

Lana Pafenbach (Print)



CONTRACTOR:

WITNESSES:

AN INDIVIDUAL

(Print)

(Print)

CONTRACTOR: (IF CORPORATION)

H.O. Weaver & Sons, Inc. (Print)

BY: Michael P. Weaver

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST:

Brad Alidor

ITS SECRETARY

Brad Alidor (Print)

5/17/2024

DATE

Corporate Seal



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STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Michael P. Weaver, whose name is signed to the foregoing instrument in the capacity
of President of H. O. Weaver & Sons, Inc. and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he
executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of May, 2024.

Lynn Stringfellow

NOTARY PUBLIC My Commission Expires: 3/23/2025



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retroactive 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:**

Addendum No. 0001 (Issued 4-19-2024)
2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E & 4):

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.

6. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

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Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. 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.

7. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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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.

9. PROJECT SIGN - PORTABLE:

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.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

10. PORTABLE TOILETS:

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.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

ATTACHMENT “A”

LOCATION

(See Map Book Plans)

REPAIR NOTES - KNOWLES

Instructions:

1. The locations and sizes of the repairs are generally shown for orientation and planning purposes. Additional curb & gutter, ADA ramps, sidewalks, inlet tops, inlet throats and inlet boxes may need to be repaired. The exact locations will be determined in the field as coordinated and directed by the Engineer prior to work being started.
2. Ensure that there is daily clean-up and that no excess millings will be swept into any ditches or left in any gutters.
3. This is a narrow road that has overgrown on the sides. Remove this material to re-establish the edges. Mill 1/2" depth.
4. Remove existing asphalt curbing and replace with Type III concrete curbing on both edges of the road.
5. Repave & modify the inlet tops and throats (Modified Type S-inlets) as directed by the Engineer. All of the inlets will be field modified as required.



MILLING-PAVING-REPAIR PLAN

KNOWLES (1 OF 1)

PROJECT AREA 8

Addendum No. 0002

NOTE: NO TOPOGRAPHIC SURVEYS ARE USED OR HAVE BEEN REQUESTED FOR DEVELOPMENT OF THESE DRAWINGS. THE CITY OF MOBILE'S GIS BACKGROUND MAPPING AND GOOGLE EARTH WERE USED.

	GRAPHIC SCALE (INFEET) 1 inch = 100 ft	MOBILE-2024-02 02/10/2024 C101-Knowles 02/27/2024	L. DORSEY, PE DORSEY & DORSEY S. DORSEY 03/27/2024	DORSEY & DORSEY	Integrity Quality Excellence	2024 CIP RESURFACING - CITY DISTRICTS 6 & 7 (KNOWLES) CITY PROJECT NUMBER: 2024-3005-03	MILLING & PAVING PLAN C101
--	---	---	--	-----------------------------------	---	---	--

**ATTACHMENT “B”
CONTRACTORS INSURANCE CERTIFICATIONS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster

PHONE (A/C, No, Ext): (334) 386-3609

FAX (A/C, No): (334) 244-0350

E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Co.

16535

INSURER B: Arch Speciality Insurance

21199

INSURER C: Transguard Insurance Company of America

28886

INSURER D:

INSURER E:

INSURER F:

INSURED
H.O. Weaver & Sons, Inc.
P. O. Box 8039
Mobile, AL 36689-0039

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO3757532-18	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EMPLOYEE BENEFIT \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3757531-18	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	UXP1041663-03	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3757530-19	2/1/2024	2/1/2025	☒ 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
C	☒ Leased/Rented Equipm			IMP4000515-01	2/1/2024	2/1/2025	Ded 2,500 / Limit 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # 2024-3005-03
Resurfacing City Council District 6 & 7

City of Mobile is named additional insured with respects to General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Coverage is considered primary and non-contributory. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**ATTACHMENT “C”
DBE COMPLIANCE FORM**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-03 Current Date 3 / 26 / 24

Project Description 2024 CIP Resurfacing City Council Districts 6 & 7

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.

Reduction of the 15% goal to a 5% goal is requested due to small quantity of subcontractor supplied pay items,
time sensitivity, and nature of work.

Nick Amberger

Requested By (Department Director)

(Signature)

City Engineer
(Title)

3/26/2024
(Date)

251-208-7426

Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

(Title)

4/3/2024
(Date)

Approved By (CAO)



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	H.O. Weaver & Sons, Inc.
Address	7450 Highway Ferry Road, Mobile, AL 36618
Telephone	251.342.3025
E-Mail	KDOWNS@H.O.WEAVERS.COM

RFPI/RFQ Solicitation Number	2024-3005-03
Project Description	2024 CIP Resurfacing - City Council Districts 6 & 7
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☒
Total # of Employees	205

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Karl Downs Date: 4/20/24
Signature: [Signature]
Title: Asst. Secretary

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: Lyndi Strickland Title: Contract & Operations Manager
Email: Lyndi@H.O.WEAVERS.COM Phone: 251.342.3025

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: Archinque.kidd@dalyofmobils.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company H.O. Louver #5000, Inc. Our Bid/Proposal Amount \$ 2,789,867.36 Date: 4/25/24

<u>4</u>	<u>1</u>	<u>24</u>	<u>1</u>	<u>24</u>	Description	<u>2024 CIP Reserve for City Council Districts 6 & 7</u>
					Name of Bidder/Proposer:	<u>H.O. Louver #5000, 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: _____

Contact Person: _____

Phone _____

Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach **5%** 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.

**ATTACHMENT “D”
CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael P. Weaver (affiant) who, being duly sworn says as follows:

President/CEO of H.O. Weaver & Sons, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for H.O. Weaver & Sons, 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.

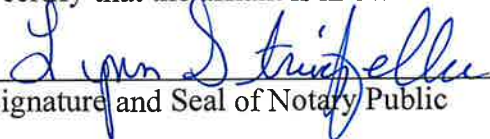
I further attest that said H.O. Weaver & Sons, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 370599.



President
~~CEO~~ of H.O. Weaver & Sons, Inc.

Sworn to and subscribed before me this the 17th day of May, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



Company ID Number: 370599

Approved by:

Employer H. O. WEAVER & SONS, INC.	
Name (Please Type or Print) RAMONA G WEAVER	Title
Signature Electronically Signed	Date 11/08/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/08/2010

Company ID Number: 370599

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	H. O. WEAVER & SONS, INC.
Company Facility Address	7450 HOWELLS FERRY ROAD MOBILE, AL 36618
Company Alternate Address	P O BOX 8039 MOBILE, AL 36689
County or Parish	MOBILE
Employer Identification Number	630567634
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-03
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR’S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-03
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7
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 of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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

**ATTACHMENT “E”
SIGN DETAILS**

(City Standard)

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

**None Required (only signed tickets by the certified testing
company assigned to this contract by the City of Mobile
for the asphalt and the concrete)**

ATTACHMENT “G”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/24/24

Name of Project: 2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
Project Number: 2024-3005-03

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:

\$2,789,867.36

\$ 57,000 MPW

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder H.O. Weaver & Sons, Inc. Name _____ of _____

Mailing Address 7450 Howell Ferry Rd., Mobile, AL 36618

*By (Legal Signature) [Signature]

*Name (type or print) MICHAEL P. WEAVER (Seal)

*Title PRESIDENT

Telephone _____ Number 251.342.3025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 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 change order no 2 with Chris Brewer Contracting, Inc. for additional construction services.

Amount of Contract:

Increase \$1,175,000.00; revised contract amount \$2,630,650.00

Funding Source

C0864

ATTACHMENTS:

1. 2024-3005-06 City Wide Small Asphalt Repairs (Chris Brewer Contracting, Inc.)change order no 2

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/22/2024

TYPE: Select One ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Chris Brewer Contracting, Inc.

DISTRICT#: Select Item. #1-7

DEPT. PROJECT#: 2024-3005-00

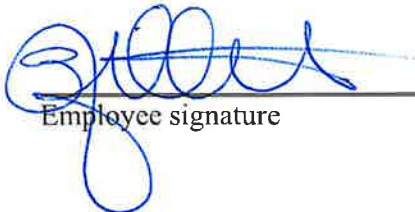
REQUEST: Please Select option. Add \$ 1,175,000.00 from Capital Project#/Title: C0864
2024 City of Mobile Annual Street Maintenance
to contract# 4851.

Total amount of Amendment: \$ 1,175,000.00

Current contract amount: \$ 1,455,650.00

Revised contract amount: \$ 2,630,650.00

Comments: CONTRACT RENEWAL - ANNUAL RENEWAL


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council members Cory Penn, Samantha Ingram, C.J. Small, Ben Reynolds, Beau Fleming, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated February 14, 2024, with Chris Brewer Contracting, Inc., for street repairs on the project known as 2024 City of Mobile Annual Street Maintenance (COM Project No. 2024-3005-06); and

WHEREAS, the original contract amount was \$705,650.00 for a task order and unit priced based contract for annual street maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, and additional funding was approved for \$750,000.00, increasing the original agreement to a total of \$1,455,650.00; and

WHEREAS, the term option is being extended for a second one-year period without any change in scope or in unit prices, and additional funding has been approved for \$1,175,000.00, increasing the total for the contract to \$2,630,350.00; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with Chris Brewer Contracting, Inc., attached hereto. A copy of said Amendment is on file in the Office of the City Clerk.

Adopted:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Street Maintenance

PROJECT NUMBER: 2024-3005-06

The attached change order number 2 to contract with
Chris Brewer Contracting, Inc.

dated January 18, 2026 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.
- 5. See attached letter.
- X 6. Other: The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds.

REMARKS: _____

ENGINEER OR CONSULTANT



City Engineer

CHANGE ORDER NUMBER 2 DATE January, 2026

PROJECT NAME AND NUMBER 2024 City of Mobile Annual Street Maintenance

TO Chris Brewer Contracting, Inc.
PO Box 70211
Mobile, AL 36607

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated February 14, 2024.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$	N/A
Estimated Under Run (Attachment "B")	\$	N/A
Additional Items (Attachment "C")	\$	N/A

Original Contract Price	\$	<u>705,650.00</u>
Net total of Previous Change Orders	\$	<u>750,000.00</u>
Previous Revised Contract	\$	<u>1,455,650.00</u>
THIS CHANGE ORDER NUMBER <u>2</u> (ADD)	\$	<u>1,175,000.00</u>
Revised Contract Price this Date	\$	<u>2,630,650.00</u>

Extension of time resulting from this change order 1 year

BY:

Mayor

ACCEPTED BY:

C.S. [Signature]
Owner/President

ATTEST:

City Clerk

ATTEST:

Randall Hurd Carter
Witness/Secretary

[Signature]
City Engineer

January 13, 2026
Date

APPROVED BY:

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/10/29



City of Mobile
John Forrester, P.E.
PO Box 1827
Mobile, AL 36633

RE: 2024 City of Mobile Annual Street Maintenance
City of Mobile Project No. 2024-3005-06

Dear Mr. Forrester,

Enclosed are the supporting documents for Contract Amendment No. 2 for the above-mentioned contract. This project is a task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and the contract term limit of February 14, 2026. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available.

Adding funding to this type of unit price contract without rebidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and rebidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's roadways. This renewal change order will increase the funding by \$1,175,000.00 and will extend the contract term by one year.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-1104.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Donovan'.

Jason Donovan
Project Manager
Public Services

CC: File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2026

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 Palomar Insurance Corporation PO Box 240849 Montgomery AL 36124-0849		CONTACT NAME: Luke Skipper PHONE (A/C, No, Ext): (205) 263-5111 FAX (A/C, No): E-MAIL ADDRESS: Lukes@palomarins.com	
License# 79316 CHRI BRE-01		INSURER(S) AFFORDING COVERAGE	
INSURED Chris Brewer Contracting Inc. PO Box 70211 Mobile AL 36607		NAIC #	
		INSURER A: AjaCOMP	
		INSURER B: Pennsylvania National Mutual Casualty Insurance Co	
		INSURER C: Penn National Security Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1625136305 **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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GY92014239	2/15/2025	2/15/2026	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 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AX92014239	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	UL92014239	2/15/2025	2/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-100-15491000-2026A	1/1/2026	1/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2026 City of Mobile Annual Street Maintenance: COM Project No. 2024-3005-06

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 205 Government Street Mobile AL 36644	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated February 14, 2024, with Chris Brewer Contracting, Inc. for street repairs on the project known as 2024 City of Mobile Annual Street Maintenance (COM Project No. 2024-3005-06); and

WHEREAS, the original contract amount was \$705,650.00 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for \$750,000.00, increasing the original agreement to a total of \$1,455,650.00; 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 for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with Chris Brewer Contracting, Inc., attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

MAR 5 2025

City Clerk

AMENDMENT TO EXTEND TERM OF AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the 5th day of March 2025, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Chris Brewer Contracting Inc., a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated February 14, 2024 (the "Agreement"), which Agreement provides for unit priced street maintenance at various locations within the City limits, in the contract not to exceed amount of \$705,650.00; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work; and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of \$750,000.00, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 3rd, 2026."
3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of \$750,000, for a total Agreement amount of \$1,455,650.00.
4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

Chris Brewer Contracting INC.

William S. Stimpson
William S. Stimpson, Mayor

Chris Brewer
An authorized signatory

Chris Brewer President
Name and Title (Printed or Typed)

3/7/25
Date

2/19/25
Date

ATTEST:

Lisa O. Gambert
City Clerk



STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Chris Brewer, as an authorized signatory for Chris Brewer Contracting INC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 19th day of February, 2025.

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Randall Hurd Carter
Notary Public
My Commission Expires: 10/19/25

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

WHEREAS, bids for street repairs for districts 1,2,3,4,5,6 and 7 were received and opened on December 20, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of \$705,650.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

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

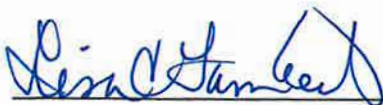
Name of Company: Chris Brewer Contracting, Inc.

Project Name: City Wide Small Asphalt Repairs (2024 City of Mobile Annual Street Maintenance (D#1-7)

Project Number: 2024-3005-06

Amount: \$705,650.00

Adopted: FEB 14 2024



City Clerk



**2024 CITY OF MOBILE ANNUAL
STREET MAINTENANCE**

**(A.KA. CITY WIDE SMALL ASPHALT
REPAIRS)**

PROJECT No. 2024-3005-06

BID DATE – DECEMBER 20, 2023

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, December 20, 2023 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No: 2024-3005-06
Project: 2024 City of Mobile Annual Street Maintenance
Project Description: Street Repairs

Contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of ten dollars (\$10.00). 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 December 15, 2023.

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 December 13, 2023 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 **2024 City of Mobile Annual Street Maintenance**, City of Mobile Project No. **2024-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 26TH, DECEMBER 3RD AND 10TH 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of calculation upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. 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.

3. 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.

4. 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.

5. 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.

6. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. 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.

8. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

9. 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.

10. 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 **2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE**, City of Mobile Project No. **2024-3005-06**, in the City of Mobile, Alabama".

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

(c) 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.

(d) 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.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12.20.23

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

Project No: 2024-3005-06

Project Description: On-Call Street maintenance

Major work items include: Street repair

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on December 15, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.



2024-3005-06
2024 City of Mobile Annual Street Maintenance

Bid Sheet 1 of 3

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C010	50	SY	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
206C020	20	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	\$20.00	\$400.00
206D003	50	LF	REMOVING CONCRETE GUTTER/CURB (ALL TYPES)(INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
210A000	50	CY	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	Twenty Five Dollars and No Cents	\$25.00	\$1,250.00
210D000	50	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Thirty Five Dollars and No Cents	\$35.00	\$1,750.00
301A000	150	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Fifty Dollars and No Cents	\$50.00	\$7,500.00
408A00	3000	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Twenty Seven Dollars and No Cents	\$27.00	\$81,000.00
429A002	1300	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Dollars and No Cents	\$300.00	\$390,000.00
450A000	30	SY	CONCRETE PAVEMENT, 6" THICK	Eighty Five Dollars and No Cents	\$85.00	\$2,550.00
618A000	100	SY	CONCRETE SIDEWALK AND ADA RAMPS 4" THICK (MATCH EXISTING)-INCLUDING EXCAVATION & SAW CUTTING	Seventy Five Dollars and No Cents	\$75.00	\$7,500.00
618B000	100	SY	CONCRETE DRIVEWAY (MATCH EXISTING)-INCLUDING REINFORCEMENT& SAW CUTTING	Ninety Five Dollars and No Cents	\$95.00	\$9,500.00
623A000	100	LF	CONCRETE GUTTER (INCLUDING SAW CUTTING)	Thirty Five Dollars and No Cents	\$35.00	\$3,500.00
623C000	100	LF	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	Thirty Eight Dollars and No Cents	\$38.00	\$3,800.00
650A000	100	CY	TOPSOIL	Forty Dollars and No Cents	\$40.00	\$4,000.00
654A000	300	SY	SOLID SODDING (MATCH EXISTING)	Fifteen Dollars and No Cents	\$15.00	\$4,500.00
701A227	50	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701A228	50	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701A230	50	LF	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701A239	50	LF	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701C000	500	LF	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	Twenty Dollars and No Cents	\$20.00	\$10,000.00
703A002	100	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Twenty Five Dollars and No Cents	\$25.00	\$2,500.00
703D001	100	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	Twenty Five Dollars and No Cents	\$25.00	\$2,500.00
730H000	500	LF	LOOP WIRE	Thirty Dollars and No Cents	\$30.00	\$15,000.00
740A1	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	Two Thousand Five Hundred Dollars and No Cents	\$2,500.00	\$20,000.00
740A2	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	Three Thousand Three Hundred Dollars and No Cents	\$3,300.00	\$26,400.00



2024 City of Mobile Annual Street Maintenance

740A3	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	Five Thousand Dollars and No Cents	\$5,000.00	\$40,000.00
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2024-3005-06
2024 City of Mobile Annual Street Maintenance

Bid Sheet 3 of 3

BASE BID (CONTINUED)

741C000	5	DAY	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	Five Hundred Dollars and No Cents	\$500.00	\$2,500.00
745A000	100	HOUR	UNIFORMED POLICE OFFICER	Thirty Five Dollars and No Cents	\$35.00	\$3,500.00
999X-000	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Ten Thousand Dollars and Zero Cents per LUMP SUM	\$10,000.00	\$10,000.00
TOTAL BASE BID				Six Hundred Fifty Five Thousand Six Hundred Fifty Dollars and No Cents	\$655,650.00	

ADDITIVE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
429A100	200	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)	Two Hundred Fifty Dollars and No Cents	\$250.00	\$50,000.00
TOTAL ADDITIVE BID				Fifty Thousand Dollars and No Cents	\$50,000.00	

BID SUMMARY

WRITTEN IN WORDS		NUMERICAL BID AMOUNT
TOTAL BASE BID	Six Hundred Fifty Five Thousand Six Hundred Fifty Dollars and No Cents	\$655,650.00
TOTAL ADDITIVE BID	Fifty Thousand Dollars and No Cents	\$50,000.00
TOTAL BASE BID + ADDITIVE BID	Seven Hundred Five Thousand Six Hundred Fifty Dollars and No Cents	\$705,650.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE MOBILIZATION, ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

Base Bid

BASE BID + BID ALT

Total (All items listed in Proposal) \$655,650.⁰⁰

\$705,650.⁰⁰

BASE BID Written in words SIX HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED FIFTY & ⁰⁰/₁₀₀
BASE BID " " SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED FIFTY & ⁰⁰/₁₀₀
BID ACT Number of working days to complete will be specified in each individual task order.

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. Box 70211
Mobile, AL 36607

By C.S. BREWER

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President
C.S. BREWER
Print

Business Address P.O. Box 70211
Mobile, AL 36607

Business Address _____

Secretary

Print

Business Address _____

Treasurer

Print

(Corporate Seal)

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

ATTEST: _____
Secretary

40677
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(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 **2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE, City of Mobile Project No. 2024-3005-06.**

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 December 20, 2023 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By:

C.S. Brewer (SEAL)
Granite Re, Inc. (Name of Surety)

COUNTERSIGNED:

Francis Ware Al#0453430

Alabama Resident Agent

By Francis Ware
Attorney-in-Fact & AL Resident Agent

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

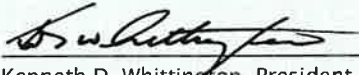
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

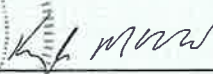
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.



Kyle P. McDonald, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc
P.O. Box 70211 Mobile, Al. 36607 as Principal and Granite Re, Inc
14001 Quailbrook Drive Oklahoma City, OK 73134 as Surety, are held and firmly bound unto said City of
 Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called
 the Obligee, in the penal sum of Seven Hundred Five Thousand Six Hundred Fifty Dollars and No Cents Dollars
 (\$ 705,650.00) lawful money of the United States, for the payment of which sum
 and truly to be made, we bind ourselves, our heirs, personal representatives, successors and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated
January 4, 2024 (hereinafter called the Contract) for City of Mobile Annual Street Maintenance
Project No.: 2024-3005-06 which Contract the Specifications for said work shall be
 deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said
 Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all
 assignees of said Principal and of such subcontractors shall promptly make payments to all
 persons supplying him or them with labor, materials, or supplies for or in the prosecution of the
 work provided for in such Contract, or in any amendment or extension of or addition to said
 Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant
 or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with
 the said Contract, then the above obligation shall be void; otherwise to remain in full force and
 effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for
 or in the projection of the work provided for in said Contract shall have a direct right of action
 against the Principal and Surety on this bond, which right of action shall be asserted in a
 proceeding, instituted in the CITY, in which the work provided for in said Contract is to be
 performed or in any CITY in which said Principal or Surety does business. Such right of action
 shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or
 their use and benefit against the Principal and Surety or either of them (but not later than one
 year after the final settlement of said Contract falls due) in which action such claim or claims
 shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of
 Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of
 each of them to receive and accept services of process or other pleading issued or filed in any
 proceeding instituted on this bond and hereby consent that such service shall be the same as
 personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation
 recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 4th day of January
2024.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer
(Signature)

C.S. Brewer
(Print)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: Bookkeeper

ITS: President
(Title)

Granite Re, Inc.

(Surety sign here) (Corporate name)

BY: Francis Ware
(Signature)

Francis Ware
(Print)

ATTEST:

Susanna Bader
(Signature)

Susanna Bader (Print)

ITS: Account Manager

ITS: Attorney-in-Fact
(Title)

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

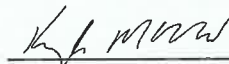
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

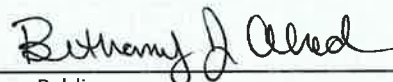


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of January, 2024.





Kyle P. McDonald, Assistant Secretary

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc 14001 Quailbrook Drive Oklahoma City, OK 73134

(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 Seven Hundred Five Thousand Six Hundred Fifty Dollars dollars (\$705,650.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated January 4, 2024 entered into a Contract with the Owner for City of Mobile Annual Maintenance Project No:2024-3005-06 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 4th day of January
20 24

In the presence of:

Individual Principals sign here

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer
(Signature)

C.S. Brewer

(Print)

ITS: President
(Title)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: BOOKkeeper
(Title)

(Surety sign here) (Corporate name)
Granite Re, Inc.

BY: Francis Ware
(Signature)

Francis Ware

(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:

Susanna Bader
(Signature)

Susanna Bader (Print)

ITS: Account Manager
(Title)

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

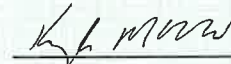
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of January, 2024.




Kyle P. McDonald, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

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

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

2. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in 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.
 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 receipt by Contractor. 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 sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all 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.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 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 truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 4th day of January, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and GIRIS BREWER CONTRACTING, INC. party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

Project No: 2024-3005-06

Project Description: Street Resurfacing and related work

Major work items include: Resurfacing

City of Mobile Project Number **2024-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 705,650.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, standard 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 **CITY ENGINEER.**

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

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

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

TASKORDERS:

(22) The amount of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, compensation to be paid to CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in the Task Order, 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.

TERM:

(24) The term of the Contract shall be one year from the effective date of execution of the Contract. This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may be renewed, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one year periods.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further

amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(26) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

(28) 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:

(29) The source of funds for payment by City under this contract is C0864. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(30) 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:

(31) 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:

(32) 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:

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

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: John Forrester, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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.

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.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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.

SIGNATURE: 

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: WJ Stingers

ITS MAYOR

William S. Stingers (Print)

ATTEST:

BY: Lisa C. Lambert

CITY CLERK

Lisa C. Lambert



CONTRACTOR:

WITNESSES:

AN INDIVIDUAL

(Print)

(Print)

CHRIS BREWER CONTRACTING, INC.

CONTRACTOR: (IF CORPORATION)

(Print)

BY: C.S. Brewer

ITS PRESIDENT

C.S. BREWER (Print)

ATTEST:

Heather Darby
ITS SECRETARY

Heather Darby (Print)

1/4/2024

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 C. S. Brewer, whose name is signed to the foregoing instrument in the capacity of President of Chris Brewer Contracting, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 16 day of January, 2024.


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

6. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. 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.

13. 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.

14. 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.

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”

TASK ORDER

TASK ORDER NUMBER: _____

Contract No. _____

Project No. _____

This Task Order is made this the ____ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ____ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is _____. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.
2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.
3. The number of working days to complete this task order will be _____.

CITY

CONTRACTOR

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

ATTACHMENT “B”

CHANGE ORDER

CHANGE ORDER

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Contractor"), this Change Order modifies the Agreement as follows:

1. Change in Services: _____

_____.
2. Change in time of Performance (attach schedule if appropriate): _____
_____.
3. Change in Engineer's Compensation: _____
_____.

All other terms and conditions remain unchanged.

CITY

Signature

Name (Printed or Typed)

Date

CONTRACTOR

Signature (SEAL)

Name (Printed or Typed)

Date

ATTACHMENT “C”

CONTRACTORS INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

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

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

PRODUCER Palomar Insurance Corp. Palomar Insurance Corporation P.O. Box 240849 Montgomery AL 36124	CONTACT NAME: Allison Strouse PHONE (A/C, No, Ext): 334-409-3146 E-MAIL ADDRESS: allisons@palomarins.com FAX (A/C, No): 334-271-0499												
INSURED Chris Brewer Contracting Inc. PO Box 70211 Mobile AL 36607	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: AlaComp</td><td>NAIC #</td></tr><tr><td>INSURER B: Midwest Employers Casualty Co.</td><td>23612</td></tr><tr><td>INSURER C: Pennsylvania National Mutual Casualty</td><td>14990</td></tr><tr><td>INSURER D: Penn National Security Insurance Co</td><td>32441</td></tr><tr><td>INSURER E: Colony Specialty Insurance Company</td><td>36927</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: AlaComp	NAIC #	INSURER B: Midwest Employers Casualty Co.	23612	INSURER C: Pennsylvania National Mutual Casualty	14990	INSURER D: Penn National Security Insurance Co	32441	INSURER E: Colony Specialty Insurance Company	36927	INSURER F:	
INSURER A: AlaComp	NAIC #												
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INSURER E: Colony Specialty Insurance Company	36927												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1811710930**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
C	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR 500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		GY92014239	2/15/2023	2/15/2024	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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Physic ☒ Damage		AX92014239	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HPD Deductible \$ 500
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		UL92014239	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	15491000 PEAL155000	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ 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
E	Leased/Rented Equip Cargo		IM2579530	2/15/2023	2/15/2024	Limit 250,000 Limit 50,000 Ded 2,500 Ded 1,000

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

2024 City of Mobile Annual Street Maintenance: COM Project No. 2024-3005-06

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
205 Government Street
Mobile AL 36644

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “D”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Chris Brewer	Title President
Signature 	
Date January 12, 2024	
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	
Date	

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Whistler AL 36612-1751
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945	e-verify company id 498926						
North American Industry Classification Systems Code:	237							
Parent Company:								
Number of Employees:	25							
Number of Sites Verified or:	1							
Are you verifying for more than one site? No If yes, please provide the number of sites verified for in each State: <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td colspan="3"> </td> </tr> </tbody> </table>			State	Number of sites	Site(s)			
State	Number of sites	Site(s)						

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Brewer
Telephone Number:	251-456-7200
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-06 Current Date 1/5/24

Project Description City of Mobile Annual Street Maintenance

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 an annual maintenance contract for

repair services that will be executed by task order only. The tasks are

specialized and small enough to not warrant the use of sub-contractors.

Nick Amberger

Requested By (Department Director)

Nick Amberger (Signature) *IF*

251-208-7426

Telephone Number

City Engineer

(Title)

1/5/2024

(Date)

nick.amberger@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Sharon Stoddard (Signature) *Sharon Stoddard* (Title)

1/11/2024 (Date)

Approved By (CAO)



City of Mobile, Alabama

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Acctmqs@cityofmobile.org
251.209.7567
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.



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Acidreque.Ax22@cityofmobile.org
251.208.7857
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFI/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: _____ 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: _____

Email: _____ Phone: _____



CITY OF MOBILE Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____ Phone: _____ Email: _____
 Contact Person: _____

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 invitations 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 of unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

	Description
/ /	

Name of Bidder/Proposer: _____

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

[illegible]



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.

Return to Office of Supplier Diversity
Via email: archetype.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR:

Chris Brewer Contracting, Inc.

DESCRIPTION:

Certified DBE:

YES

NO

Contract Start Date:

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:

C.S. Brewer

SIGNATURE:

C.S. Brewer

President

12/20/23

(Date)

(Title)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting Inc. I 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 Chris Brewer Contracting Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 498926.

C.S. Brewer
CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 4th day of January, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

Randall Hurd Carter
Signature and Seal of Notary Public

**RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25**

ATTACHMENT “E”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-06
2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____

THE CITY OF MOBILE, ALABAMA

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-06
2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

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

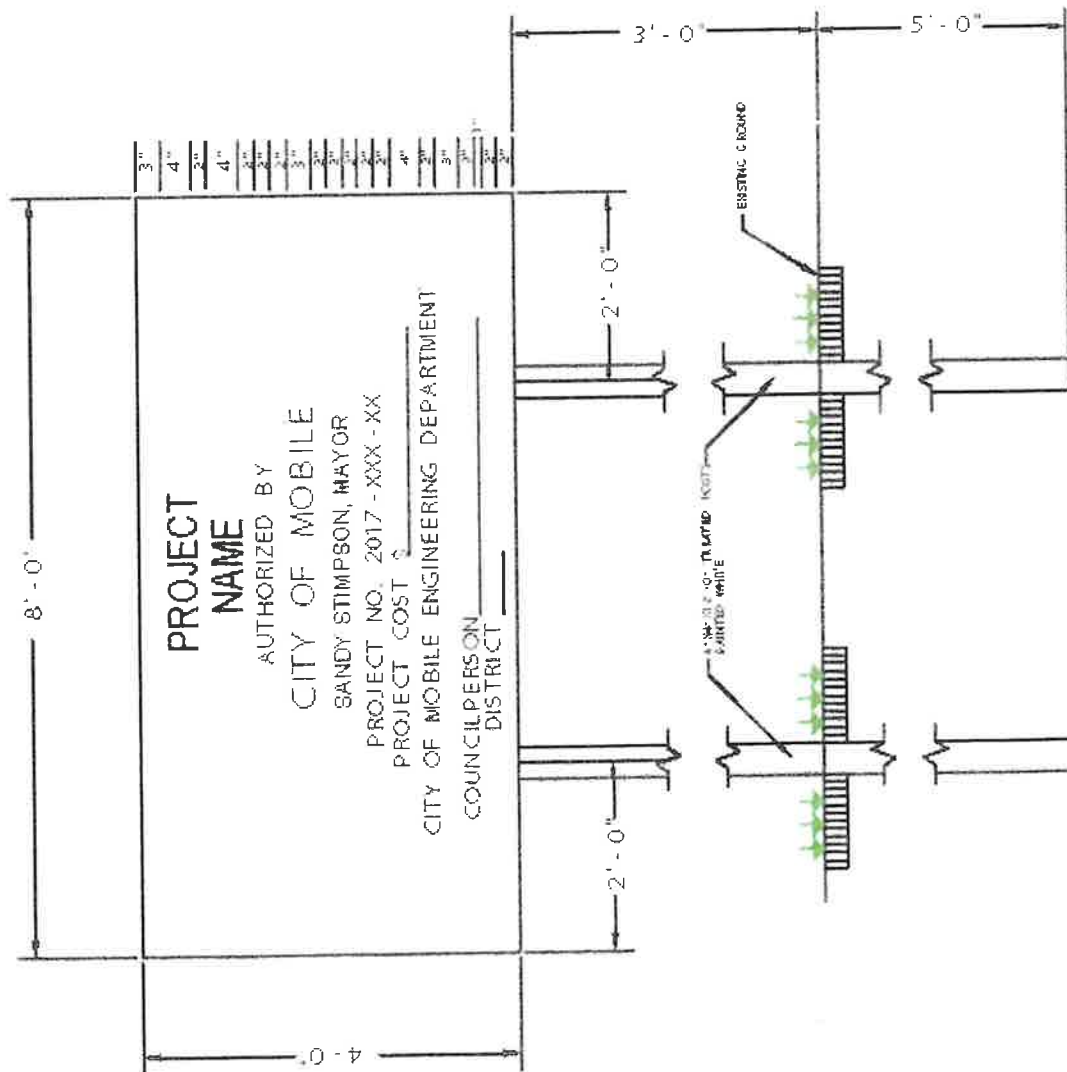
The Contractor shall execute the following requirements as follows:

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 from final payment receipt by Contractor.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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

ATTACHMENT “F”

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.

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 12/20/23

Name of Project: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE
Project Number: 2024-3005-06

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:

\$ 29,147.88

ADDITIVE ALTERNATE #1:

\$ 4,500.⁰⁰

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 CHRIS BREWER CONTRACTING, INC.

Mailing Address P.O. Box 70211 Mobile, AL. 36607

*By (Legal Signature) C.S. Brewer

*Name (type or print) C.S. BREWER (Seal)

*Title PRESIDENT

Telephone Number (251) 456-7270



STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 40677

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until November 30, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of November, 2023

Michael B. Ture

SECRETARY-TREASURER

Charles A. Tate Jr.

CHAIRMAN

201580



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Contract with the Mobile Chamber of Commerce Foundation, Inc. in support of the MoGo Rideshare Program, a partnership between the Mobile Chamber of Commerce and Via, in the amount of \$200,000.00

Amount of Contract:

200,000.00

Funding Source

General Fund

ATTACHMENTS:

1. Resolution - MACCF - MoGo Rideshare Program
2. Mobile Chamber of Commerce Foundation Performance Contract

REVIEWERS:

Tiffany Levy
Donna Bryars
Donna Bryars
Cherlina Monteiro
James Barber

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 and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the Mobile Area Chamber of Commerce Foundation Inc. in the amount of \$200,000.00 for support of the MoGo Rideshare program, a partnership between the Mobile Chamber of Commerce and Via operating in the City of Mobile, Alabama as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and the **MOBILE AREA CHAMBER OF COMMERCE FOUNDATION INC.**, a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the mission of the Contractor's transportation pilot program, known as MoGo Rideshare, is to address workforce transportation needs in the Mobile area by expanding access to convenient, affordable, on-demand transit, with a specific focus on increasing access to jobs and training opportunities in historically underserved communities; and,

WHEREAS, the City desires to allocate funding to Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00)**, payable for the period from the execution of this Agreement to **June 30, 2026**. Said funds will be disbursed in a single payment in the sum of **TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00)** each, which shall result from a written request to be delivered to the City's Finance Department. **Additionally, Contractor agrees to submit quarterly activity reports and financial statements to the City.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to benefit City of Mobile and its community for the following purposes:

Funds will be utilized to support the MoGo Rideshare program which is a partnership between the Mobile Chamber of Commerce and Via. This program aims to remove employment barriers by providing reliable, technology-enabled transportation solutions for unemployed and underemployed residents.

Upon the completion of its services performed under this Agreement, the Contractor shall provide to City's Finance Department an activity report and financial report.

Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund**. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void, and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability Insurance - public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence
- b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

- (1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory; waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

City of Mobile is included as an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone, a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

**City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827**

**Copy to: City of Mobile Finance Department
Post Office Box 1827
Mobile, AL 36633-1827**

**And to Contractor: Mobile Area Chamber of Commerce Foundation, Inc.
P.O. Box 2187
Mobile, AL 36652
ATTN: Michi Lunceford**

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

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Ala. Code § 31-13.1, et seq., including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

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

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

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

[Signature Page to Follow]

MOBILE AREA CHAMBER OF COMMERCE
FOUNDATION, INC.

BY Michi Lunceford

PRINT NAME: Michi Lunceford

ITS: Treasurer

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Michi Lunceford whose name as Treasurer of **MOBILE AREA CHAMBER OF COMMERCE FOUNDATION, INC.**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 26th day of January, 2026

(SEAL)



Odetta Woods Stutts

Notary Public

State of Alabama At-large

My Commission Expires: March 2, 2026

CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY _____
Its City Clerk



MOBIARE-03

JHENDREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2026

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Lucy Kirby, AAI		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: lucy@thamesbatre.com		
INSURED Mobile Area Chamber of Commerce, Inc. Post Office Box 2187 Mobile, AL 36652-2187	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Tri-State Insurance Co. of		31003
	INSURER B : Midwest Employers Casualty Co		23612
	INSURER C : Alabama Self-Insured W/C Fund		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	ADL4289686-52	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ADL4289686-52	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	ADL4289686-52	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PWAL129001	1/1/2026	1/1/2027	☒ 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	Worker's Compensation	X		P101533AL2026	1/1/2026	1/1/2027	Per Statute

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

City of Mobile is included as an Additional Insured in respect to 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).

Workers Compensation:

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
City Clerk
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



AGENCY CUSTOMER ID: MOBIARE-03

JHENDREN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thames Batre' Insurance		NAMED INSURED Mobile Area Chamber of Commerce, Inc. Post Office Box 2187 Mobile, AL 36652-2187	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL SUMMARY COVER SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 3, 2026

Submitted by:

Gary Jackson, Deputy Director of Mun Enforcement

Sponsored by:

Beau Fleming, Councilmember, District 5

Purpose and Scope of Project:

BERKSHIRE APARTMENTS - DEMOLITION (PHASE 1) - PROJECT NUMBERS: ME-004-25; ME-006-25

Amount of Contract:

\$46,000.00

Funding Source

ATTACHMENTS:

1. CONTRACT - BERKSHIRE APARTMENTS - DEMOLITION (PHASE 1)
2. CAPITAL CONTRACT SUMMARY SHEET

REVIEWERS:

Felicia Glover
Gary Jackson
David Daughenbaugh
Brenda Rhodes
Cherlina Monteiro
James Barber
Lana Pafenbach

RESOLUTION

2026

Sponsored by: Mayor Spiro N. Cheriogotis

Councilmember: Beau Fleming

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

Name of Company: Chris Brewer Contracting Inc.

Project Name: Berkshire Apartments – Demolition (Phase 1)
4021 Seabreeze Road N.

Project Numbers: ME-004-25; ME-006-25

Amount: \$46,000.00

Adopted:

City Clerk



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

This Agreement made and entered into this _____.

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

And the Contractor: **CHRIS BREWER CONTRACTING INC.**
P.O. Box 70211
Mobile, AL 36607

City Business License No.: 40677

For the following Project: **Berkshire Apartments - Demolition (Phase 1)**
(403 & 405 Seabreeze Rd E., 319 & 4008 Seabreeze Rd N.)

4021 Seabreeze Road N.
Mobile, Alabama 36609
PROJECT NUMBERS: ME-004-25; ME-006-25

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and **CHRIS BREWER CONTRACTING INC.**, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued **RFQ**, bid package identified on **December 17, 2025**; and,

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

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

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

I. CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of **Berkshire Apartments – Demolition (Phase 1)**, in accordance with the Scope of Services and Quote Form made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

PROJECT LOCATION: 4021 SEABREEZE ROAD N. (403 & 405 Seabreeze Rd E., 319 & 4008 Seabreeze Rd N.) located in Mobile, Alabama,

Total Contract sum amount is: Forty-Six Thousand Dollars and No Cents (\$46,000.00).

II. TERM

- 2.1 The Work shall commence with permitting through Build-Mobile within three (3) business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Substantial Completion of the Work, Close-out documents and Invoices for completed Work within ninety (90) calendar days from the date of the written Notice to Proceed.

III. COMPENSATION AND PAYMENT

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed **\$46,000.00** for the entire Project in accordance with Exhibit A Scope of Services and Quote Form attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Deputy Director of Municipal Enforcement.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Deputy Director of Municipal Enforcement indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A, Scope of Services and Quote Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Municipal Enforcement who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.
- 4.4** Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

V. ADDITIONAL SERVICES

- 5.1** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- 5.2** Any additional work or compensation be authorized only by written amendment or change order approved by the City. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written

amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. CITY REPRESENTATIVE

The City of Mobile Representative, authorized to act on the Owner's behalf with respect to the Project is Director of Municipal Enforcement or the Director's designated representative.

VII. CONTRACTORS REPRESENTATIVE IN CHARGE

Individual: Chris S. Brewer
Firm name: Chris Brewer Contracting Inc.
Address: P.O. Box 70211, Mobile, AL 36607
Phone: 251-456-7270

VIII. GENERAL REQUIREMENTS

- 8.1** The Work shall commence immediately upon execution by the City and the Contractor and shall continue through completion of the Project, in accordance with Exhibit A. Scope of Services attached hereto and incorporated herein.
- 8.2** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owners sole discretion.
- 8.3** This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 8.4** All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 8.5** A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any close out requirements are not acceptably submitted for more than **fifteen (15) calendar days** after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted

by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

- 8.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Deputy Director
Municipal Enforcement Department
Western Admin Complex
4851 Museum Drive
Mobile, AL 36608

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Chris Brewer Contracting Inc.
P.O. Box 70211
Mobile, AL 36607

- 8.7 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$1,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$1,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall

be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising

out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

POLLUTION LEGAL LIABILITY

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$1,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three- year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project basis. Pollution Legal Liability coverage shall be without asbestos exclusion.

- 8.8** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 8.9** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

- 8.10** 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 Mobile, Alabama.
- 8.11** Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

8.12 Contractor, in the performance of its operations and obligations hereunder, shall not be or be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

IX. BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:

9.1 The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

9.2 A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

X. TERMINATION OF CONTRACT

The City retains the right to terminate the contract at its discretion which shall be effective upon giving notice to Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. Contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to Deputy Director, Municipal Enforcement Department, Western Administrative Complex, (WAC) 4851 Museum Drive, Mobile, Alabama 36608. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

XI. PROOF OF ADVERTISEMENT OF COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the Project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

**STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION**

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that, **CHRIS BREWER CONTRACTING INC.**, has completed the contract for Nuisance Abatement-Demolition of Structures, Location of Address **4021 SEABREEZE ROAD N. (buildings; 403 & 405 Seabreeze Rd E., 319 & 4008 Seabreeze Rd N.); ME-004-25; ME-006-25** in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement Department, Western Administrative Complex, 4851 Museum Drive, Mobile, Alabama 36608.

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

XII. NONDISCRIMINATION

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

XIII. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Quote dated, December 17, 2025
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

XIV. DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

XV. IMMIGRATION LAW

By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State 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, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor

employs one or more employees within the State of Alabama, Contactor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

XVI. SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

XVII. ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

XVIII. OPPORTUNITY TO CONSULT WITH COUNSEL

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

XIX. ANTI-BOYCOTT

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

XX. AUTHORITY TO EXECUTE AGREEMENT

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

XXI. NO THIRD-PARTY BENEFIT

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

CONTRACTOR

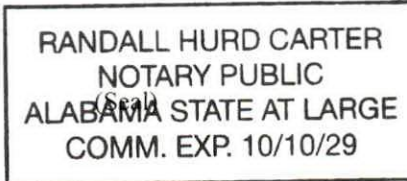
By: 
Chris S. Brewer, President
Printed Name and Title

Date: 1-28-2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Chris S. Brewer whose name as President of the Chris Brewer Contracting Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 28th day of January, 2026
Randall Hurd Carter
Notary Public
Print Randall Hurd Carter
My commission expires: 10/10/29



CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK - INDEX

BERKSHIRE APARTMENTS – DEMOLITION (PHASE 1)

4021 SEABREEZE ROAD N., MOBILE, ALABAMA

(403 & 405 Seabreeze Rd. E., 319 & 4008 Seabreeze Rd. N.)

PROJECT NUMBERS: ME-004-25; ME-006-25

Scope of Work: Provide a full “**Wet Demolition**” in removing the two burned structures including all contents inside and as described in the attached general notes and specifications provided, including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lot by removing all debris resulting from the demolition of structure and all debris as designated in piles, scattered or otherwise on the site. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, application and certification for payment and required close-out documents.

END OF SCOPE OF WORK



ADDENDUM NO. 1

To: REGISTERED BIDDERS

From: Gary Jackson, Deputy Director
Municipal Enforcement Department

Re: Request for Bids for Berkshire Apartments - Demolition (Phase)1
(PRE-BID MEETING (MINUTES OF THE MEETING))

Date: December 11, 2025

This Addendum forms a part of, and modifies, the Request for Bid Documents for the above referenced project, dated **December 3, 2025**. Acknowledge the receipt of this **Addendum No. 1** and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

BID DATE:

- A. Notice is hereby given that the City of Mobile will receive Sealed Bids for the above stated project on **Wednesday, December 17, 2025, no later than 2:15 local time. Bidder shall insert sealed Bids into a receptacle, marked "City of Mobile bids", located in the elevator lobby outside the office of the City Clerk Office, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.****
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.**
- C. The same will be publicly opened and read at **2:30 PM local time in the Atrium Lobby of Government Plaza.****

GENERAL NOTES:

- A. Scope of Work: Demolition of (2) two-stories duplex building as identified in the specification documents received on Monday, December 8, 2025.**

- B. **DELETE:** “Office of Supplier Diversity –CITY OF MOBILE - “Subcontracting and Major Supplier Plan” and “DBE Compliance – DBE UTILIZATION REPORT” in it entirely.
- C. **ADD:** “Office of Small Business Development –CITY OF MOBILE– Subcontracting and Major Supplier Plan” and “Compliance Form-DBE UTILIZATION REPORT” (SEE ATTACHMENT) Please complete and submit the required forms as required by the City of Mobile Bid Specifications. Please contact Office of Small Business Development for questions on completing the form: email: archnique.kidd@cityofmobile.org or 251-208-7967
- D. The Contractor will obtain at “No Cost” a DEMOLITION PERMIT from the City of Mobile Business Services Department-Permitting Division before demolishing any structures.
- E. Bids for Work costing **\$50,000** or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors **with the Classification Codes of (BC-Building Construction) or (D-Demolition)**. Note that if the contract amount is **\$10,000 or greater, A Bid Bond or Check must be included with the sealed bids at the time of the bid opening. A Performance Bond and a Labor and Material Payment Bond shall be required during the contract negotiation phase. Contractor should verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors before bidding**
- F. **CONSTRUCTION SCHEDULE AND ACCESS:** The project shall be completed within **(90) calendar days from the Notice to Proceed.**
- G. **LIQUIDATED DAMAGES:**
A time charge equal to **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not submitted, for more than **thirty (30) calendar days after the time specified for the Substantial Completion for the Work**, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.
- H. **Special Provisions:** 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 materials, equipment, labor or other incidentals required to fulfill this requirement. Land Disturbance Diagram and Instruction are included in the Specification Documents and shall be included in your Bids.**
- I. **DUST CONTROL:** Use all means necessary to prevent the spread of dust during performance of the Work. Thoroughly **wet** all surfaces as required to prevent dust from being a nuisance to the public and adjacent neighbors properties.

- J. **FOOTING REMOVAL:** Footings, slabs, etc., shall be removed to a minimum depth of **36"** **below existing grades.** **Note: ALL FOOTING AND FOUNDATION SHALL BE REMOVED.**
- K. **GRASSING:** General: All disturbed areas shall be graded as not to promote erosion. Care shall be taken to spread topsoil over the entire area to be grassed per specifications.
- L. **ANY ADDITIONAL QUESTIONS** pertaining to this project, shall be directed to Gary Jackson, Deputy Director by emailed: gary.jackson@cityofmobile.org or phone at 251-208-1540. No questions will be answered after Monday, December 15, 2025 @ 3:00 p.m.
- M. **PRE-BID CONFERENCE ATTENDANCE ROSTER (ATTACHMENT)**
- N. **OFFICE OF SMALL BUSINESS DEVELOPMENT: (ATTACHMENT)**
 - 1. **SUBCONTRACTING AND MAJOR SUPPLIER PLAN**
 - 2. **COMPLIANCE FORM – DBE UTILIZATION REPORT**

END OF ADDENDUM NO. 1

AFFIDAVIT OF PUBLICATION

Lagniappe Weekly
P.O. Box 3003
(251) 450-4466

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Lagniappe Weekly, a publication that is a "legal newspaper" as that phrase is defined for the city of Mobile, for the County of Mobile, in the state of Alabama, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Nov. 26, 2025

Dec. 3, 2025

Notice ID: z03ajq8SK694O39DPwwg

Notice Name: BERKSHIRE APARTMENTS - DEMOLITION (PHASE 1)

PUBLICATION FEE: \$95.29

I declare under penalty of perjury under the law of the State of Alabama that the foregoing is true and correct.

Anjana Bhadoriya

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 12/05/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

CALL FOR BIDS

Project Name: Berkshire Apartments - Demolition
Phase 1

Project Location:
4021 Seabreeze Road N
Mobile, Alabama
36609

Project Numbers:

ME-004-25; ME-006-25

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, December 17, 2025, no later than 2:15 local time. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza.

A MANDATORY pre-bid conference shall be held at the project site, 4021 Seabreeze Road N, at 9:00 AM local time on Monday, December 8, 2025. A representative of the Bidder must be in attendance throughout the meeting, and sign-in, in order to submit a bid for this project. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

Bid Documents are on file and may be examined and obtained from the following location: Municipal Enforcement Department, 4851 Museum Drive, Mobile, Alabama 36608, 251-208-1540.

Lagniappe HD November 26, December 3, 2025

BID TABULATION (1) One
CITY OF MOBILE
MUNICIPAL ENFORCEMENT DEPARTMENT

DISTRICT NO.: 5 PROJECT NUMBERS.: ME-004-25; ME-006-25

PROJECT NAME: BERKSHIRE APARTMENTS - DEMOLITION (PHASE 1)

ADDRESS: 4021 N. SEABREZE ROAD, MOBILE, ALABAMA 36609

BID OPENING DATE: December 17, 2025 **TIME:** 2:30pm. **LOCATION:** Atrium Lobby of Government Plaza

PRESENT: ☐ JAMES ROBERTS
☐ KEN KNOX
☐ BEVERLY REED
☐ DAVID DAUGHENBAUGH

☒ GARY JACKSON
☒ LANA GAUTHIER
☐ LISA LAMBERT

☐ CONSULTANT
☒ FELICIA GLOVER
☐ ARCHNIQUE KIDD

DEPUTY DIRECTOR: GARY JACKSON
CONSULTANT:



Number of Bidders Contacted 12

Number of Bids Received 7

Number of Addenda 1

PROPOSED BIDDERS	BID BOND / CHECK	ACKNOWLEDGE ADDENDUM	BASE BID	TOTAL BASE BID	COMMENTS AND NOTES NO BID / APPARENT LOW BIDDER
Bienville Construction Service	X	X	\$65,968.00	\$65,968.00	
CFR Services LLC	X	X	\$59,900.00	\$59,900.00	
Chris Brewer Contracting Inc.	X	X	\$46,000.00	\$46,000.00	APPARENT LOW BIDDER
Complete Demolition Services, LLC	X	X	\$440,000.00	\$440,000.00	
Hughes 360 Services LLC	X	X	\$55,500.00	\$55,500.00	
J Hunt Enterprises	X	X	\$48,000.00	\$48,000.00	
Southern Realty Management Group	X	X	\$55,000.00	\$55,000.00	

C: James Roberts
David Daughenbaugh

Shakeena Cox
Sandra Finney

Wendell Alexander
Felicia Glover

Archnique Kidd
File

SECTION 00400

BID FORM

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

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NAME: Berkshire Apartments - Demolition (Phase 1)

PROJECT LOCATION: 4021 Seabreeze Road N.
Mobile, Alabama 36609

PROJECT NUMBERS.: ME-004-25; ME-006-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Municipal Enforcement dated December 3, 2025; and all Addendum (a) Number(s) 1, dated December 11, 2025, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Municipal Enforcement for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY
NAME: Chris Brewer Contracting Inc.

ADDRESS: 3025 Dial Street Mobile AL 36612 PHONE 251-456-7270

ALABAMA GENERAL CONTRACTOR LICENSE NO. 40677

CITY OF MOBILE BUSINESS LICENSE NO. 071970

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 239-704

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

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

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for thirty (90) days from the date of the Notice to Proceed.

CSB
CSB

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

319 and 4008 SEABREEZE ROAD N. - Bid Amount: Twenty Three Thousand
Amount in Words
Dollars and ^{no}/₁₀₀ (\$ 23,000. .00)
Amount in #'s

403 and 405 SEABREEZE ROAD E. - Bid Amount: Twenty Three Thousand
Amount in Words
Dollars and ^{no}/₁₀₀ (\$ 23,000. .00)
Amount in #'s

Total Base Bid: \$ 46,000. ⁰⁰
(Fill in here and in Total Bid below)

Forty Six Thousand Dollars and ^{no}/₁₀₀
Amount in Words
(\$ 46,000. .00)
Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). Bids shall be provided in whole dollar amount with no cents.

By signing this contract, C.S. [Signature] 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.

CBC incorporated

CHRIS BREWER CONTRACTING, INC.

January 21, 2026

Archnique Kidd, MCA
Small Business Development Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Ms, Archnique,

Chris Brewer Contracting Inc. will not be using any subcontractors on this project due to the small size and costs to complete this project at our proposed price. Which removes the ability to utilize a DBE contractor as well.

Thank you,



Chris Brewer
CBC Inc.
Office – 251-456-7270
Fax – 251-456-7271
Cell – 251-370-4600
chris@chrisbrewercontracting.com

NONDISCRIMINATION: A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY

NAME: Chris Brewer Contracting Inc.
(Printed or Typed)

BY:

C.S. [Signature]
(Signature of Company Officer)

COMPANY OFFICER: Chris Brewer
(Printed or Typed)

TITLE President
(Printed or Typed)

DATE December 17, 2025

Sworn to and subscribed before me this 17th day of December 2025

Randall Hurd Carter

Notary Public

Attachments 1. Bid Security, with Power of Attorney
2 Secretary of State Authorization (Out of state bidders only)

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM

END OF BID FORM

Section 00400 - 3

BID FORM

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@ciivofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: <u>Chris Brewer Contracting Inc.</u>	Certified DBE: YES ☐ NO ☒	Contract Start Date: <u>TBD</u>
DESCRIPTION: <u>100% of the work will be performed by Chris Brewer Contracting</u>		Estimated Completion Date:
This report is for the month of: JAN APR JULY OCT (CHECK ONE): FEB MAY AUG NOV MARCH JUNE SEPT DEC		

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Chris Brewer

SIGNATURE:  President 1/21/2026
 (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: 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: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting Inc.
Address	3025 Dial Street Mobile, AL 36612
Telephone	251-456-7270
E-Mail	Chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	ME-004-25; ME-086-25
Project Description	Demolition (Phase 1) Bldg. Address: 4021 Seabreeze Rd. N. Mobile, AL 36609
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 27 Female 2 Minority 18 Non-minority 11 SDVO _____ Total # of Employees 29

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Brewer
Signature: C. S. Brewer Date: 1-21-2026
Title: President

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

Name: Chris Brewer Title: President
Email: Chris@chrisbrewercontracting.com Phone: 251-456-7270



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting Inc.

Contact Person: Chris Brewer Phone 251-456-7270 Email Chris@chrisbrewercontracting.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

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 Chris Brewer Contracting Inc. Your Bid/Proposal Amount \$ 46,000.⁰⁰ Date: 1-21-2026
01 / 21 / 2026 Description Demolition
Name of Bidder/Proposer: Chris Brewer Contracting Inc. / Chris Brewer

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
<u>none will be used</u>		<u>100% of work will be performed by</u>	<u>Chris Brewer Contracting</u>		<u>Equipment</u>	
					<u>and persons</u>	



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.

100% of the work will be performed by Chris Brewer Contracting Inc.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Chris Brewer Contracting, Inc.**, hereinafter called the Principal, and **Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134** hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of **Forty six thousand and 00/100 dollars (\$46,000.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, **2026** entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Berkshire Apartments – Demolition (Phase 1); ME-004-25; ME-006-25**, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

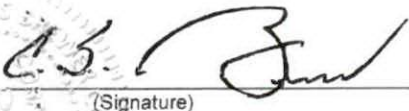
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above prescribed and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, **2026**

CONTRACTOR AS PRINCIPAL
Company: **Chris Brewer Contracting, Inc.**
(Corporate Seal)

SURETY
Company: **Granite Re, Inc.**
(Corporate Seal)

By: 
(Signature)

Name and Title: **C.S. Brewer, President**

By: 
(Signature)

Name and Title: **Francis Ware, Attorney-in-Fact**

Resident Agent: 
(Signature)

Name and Title: **Francis Ware, VP of Bonds**
Address: **7480 Halcyon Pointe Drive Suite 200**
Montgomery, AL 36117
Phone and Fax: **334-409-3134**

Owner's Representative: **James Roberts, Senior Director**
Neighborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Chris Brewer Contracting, Inc., as Principal, and Granite Re, Inc. as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, Alabama 36633 (hereinafter called the "Obligee") in the penal sum forty six thousand and 00/100 Dollars (\$46,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2026, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete **Berkshire Apartments - Demolition (Phase 1); ME-004-25; ME-006-25**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Granite Re, Inc. Attn: Claims 14001 Quailbrook Dr. Oklahoma City, OK 73134 the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: Chris Brewer Contracting, Inc.
(Corporate Seal)

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: C.S. Brewer
(Signature)

Name and Title: C.S. Brewer, President

By: Francis Ware
(Signature)

Name and Title: Francis Ware, Attorney-in-Fact

Resident Agent: Francis Ware
(Signature)

Name and Title: Francis Ware, VP of Bonds
Address: 7480 Halcyon Pointe Drive Suite 200 Montgomery, AL 36117
Phone and Fax: 334-409-3134

Owner's Representative: James Roberts, Senior Director
Neighborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

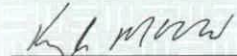
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



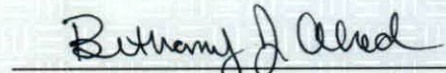

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

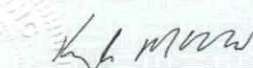
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
_____ day of _____, 2026.




Kyle P. McDonald, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2026

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 Palomar Insurance Corporation PO Box 240849 Montgomery AL 36124-0849	CONTACT NAME: Luke Skipper PHONE (A/C No. Ext): (205) 263-5111 E-MAIL: Lukes@palomarins.com ADDRESS: Lukes@palomarins.com	FAX (A/C No):
License#: 79316		INSURER(S) AFFORDING COVERAGE
INSURER A: AlaCOMP		NAIC #
INSURER B: Pennsylvania National Mutual Casualty Insurance Co		14990
INSURER C: Penn National Security Insurance Company		32441
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1701996062 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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	GY92014239	2/15/2025	2/15/2026	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 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	AX92014239	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	UL92014239	2/15/2025	2/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC-100-15491000-2026A	1/1/2026	1/1/2027	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Numbers: ME-004-25; ME-006-25 Berkshire Apartments - Demolition (Phase1) Building Address: 4021 Seabreeze Road N. Mobile, AL 36609
City of Mobile and all other parties required by written contract are named as Additional Insured to the General Liability.
Waiver of subrogation applies in favor of certificate holder where required by written contract.
General Liability is primary non-contributory where required by written contract.
Certificate Holder is included as an additional insured for Auto Liability where required by written contract.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Chris Brewer Contracting Inc.	Title President
Signature <i>Chris Brewer</i>	Date January 8, 2025
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Whistler AL 36612-1751
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945	e-verify company id 498926						
North American Industry Classification Systems Code:	237							
Parent Company:								
Number of Employees:	29							
Number of Sites Verified or:	1							
Are you verifying for more than one site? No If yes, please provide the number of sites verified for in each State: <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			State	Number of sites	Site(s)			
State	Number of sites	Site(s)						

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Brewer
Telephone Number:	251-456-7200
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Berkshire Apartments - Demolition (Phase 1)

CAPITAL PROJECT # C0888 DATE OF RECEIPT _____

DEPT. PROJECT # ME-004-25; ME-006-25

PROJECT DESCRIPTION Nuisance Abatement Demolition of (Phase 1) at

4021 Seabreeze Road N.

CONTRACT AMOUNT \$ 46,000.00

VENDOR NAME Chris Brewer Contracting Inc.

VENDOR NUMBER 283379

DEPT # 5510 DEPT NAME Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

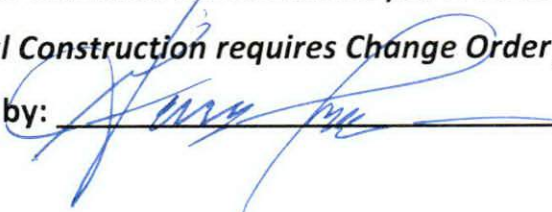
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ☐ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by:  Date 1/20/2026

Revised 5/16/2022 Tiffany Hollins

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 1724 Michigan Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 3, 2026**, a public hearing will be held on the **10th** day of **March**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1724 Michigan Avenue from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

LOT B, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 10th day of March, 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 11th day of February, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1724 Michigan Avenue**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Neighborhood Business Suburban District (B-2)** to **Office Distribution District (B-5)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** 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.

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The classification of said property is hereby changed from **Neighborhood Business Suburban District (B-2)** to **Office Distribution District (B-5)**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5**, until the condition set forth below has been complied with: **1. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**J. Paul McClendon, Larry E. Speaks & Associates, Inc.
1724 Michigan Avenue
Council District 3
C.J. Small**



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

January 29, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on January 15, 2026, considered the request of **J. Paul McClendon**, for a change in zoning **from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5)**, for the property located at **1724 Michigan Avenue**.

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

PLANNING AND ZONING
29 JAN 2026 AM 11:06

LETTER OF DECISION

January 16, 2026

J. Paul McClendon
Larry E. Speaks & Associates, Inc.
535 Herron Street
Montgomery, Alabama 36104

Re: 1724 Michigan Avenue
ZON-UDC-003585-2025
J. Paul McClendon, Larry E. Speaks & Associates, Inc.
District 3
Rezoning from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5)

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-5, Office Distribution District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) 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.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-5, Office Distribution District**, to the City Council, subject to the following condition:

- 1. Full compliance with all municipal codes and ordinances.

P.O. BOX 1827 ■ MOBILE, ALABAMA 36633-1827

ZON-UDC-003585-2025 1724 Michigan Avenue
January 16, 2026

The advertising fee for this application based on the current legal description is **\$280.44**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

PLANNING AND ZONING
23 JAN 2026 11:06
Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

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

J. Paul McClendon, Larry E. Speaks & Associates, Inc. (ZON-UDC-003585-2025)

From <dlogananderson@cityofmobile.org>

Date Mon 12/15/2025 11:34 AM

To pmcclendon@lespeaks.com <pmcclendon@lespeaks.com>

Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Rezoning application and determined that it is **complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. **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, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by 3:30 p.m. today (December 15, 2025)**, the case will be scheduled for the **January 15, 2025, Planning Commission** agenda.

IMPORTANT

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

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

Regards,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895 office

(251) 208-7904 direct





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:	J. Paul McClendon	
Firm:	Larry E. Speaks & Associates, Inc.	
Phone:	(334) 262-1091	
Email:	pmcclendon@lespeaks.com	
Address:	535 Herron Street, Montgomery, AL 36104	

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

Revised February 2023

	Owner	Design Professional
Name:	Omer Aljalal	J. Paul McClendon
Firm:	Kanan Group LLC	Larry E. Speaks & Associates, Inc.
Phone:	(313) 712-1464	(334) 262-1091
Email:	omer.aljalal@yahoo.com	pmcclendon@lespeaks.com
Address:	65 Cody Road N., Ste. E, Mobile, AL 36608	535 Herron Street, Montgomery, AL 36104

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

1724 Michigan Avenue, Mobile, AL 36605

3.77 Ac. Total

Property Address

Property Area (acres or square feet)

2911360007004.002, 2911360007004.000

Parcel Number(s) or Key Number(s)

B-2

B-5

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

12-12-25

Date



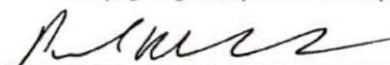
Applicant or Agent Signature (if applicable)

12/12/25

Date

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

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



Applicant or Agent Signature

12/12/25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Revised February 2023

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 | N/A |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The Comprehensive Plan notes the Michigan Avenue Corridor as an economic development priority area, and identifies the subject property as Institutional Development. The proposed rezoning and subsequent development will provide economic benefits to the Michigan Avenue Corridor, and serve the I-10 corridor and increased traffic due to additional ongoing developments in the area.

Institutional Development

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

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

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

The rezoning will allow for redevelopment to serve the proposed institutional nature of the area. The redevelopment will create jobs, eliminate abandoned infrastructure and urban blight, and provide a needed service for the increased institutional and industrial use of the area.

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

The area is moving to a more institutional and industrial use. The proposed B-5 zoning will allow for overnight truck parking to serve nearby developments that are currently under construction, as well as the important I-10 corridor.

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 area is currently trending away from residential and more to an institutional and industrial use.

2. Describe the surrounding land uses.

The surrounding land use is former residential housing that is being converted to industrial use.

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

Additional traffic created by the proposed development, although minimal, will be mitigated by improvements to the Michigan Avenue corridor and Cardinal Drive, as proposed by others and coordinated with the City of Mobile. All truck traffic will access the site from Cardinal Drive, minimizing impacts along Michigan Avenue. Stormwater runoff will be reduced by reducing the amount of impervious area located on the site when compared with the predeveloped conditions.

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

All necessary infrastructure (water, sewer, access points, etc.) needed to serve the project is currently in place.

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.

The proposal will allow for a small travel center that will serve the Michigan Avenue and I-10 corridors, while simultaneously eliminating urban blight and creating local jobs.

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

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36693

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

Revised February 2023

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?

December 11, 2025 at Bishop State Community College SW Campus, located at 925 Dauphin Island Parkway, Mobile, AL 36605

2. What information was presented at the meeting?

A Rezoning Exhibit showing the limits of the subject property, as well as a concept drawing of the proposed Travel Center.

3. What concerns were raised during the meeting?

Access was a concern until it was communicated that all truck traffic would access the site from Cardinal Drive East. There were concerns regarding overflow truck parking, site lighting and security, and aesthetics/screening. All concerns were seemingly alleviated through discussion of site lighting and landscaping as required by The City of Mobile's Unified Development Code. There were concerns discussed regarding other ongoing developments in the area that are not associated with this project.

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

Landscaping will be utilized to strategically prevent overflow parking outside of paved areas, as well as to provide screening for the truck parking area from Michigan Avenue. Site lighting will meet the City's requirements.

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- | | |
|--|--|
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| ☒ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | N/A |

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Institutional Development

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

All necessary infrastructure (water, sewer, access points, etc.) needed to serve the project is currently in place.

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.

The proposal will allow for a small travel center that will serve the Michigan Avenue and I-10 corridors, while simultaneously eliminating urban blight and creating local jobs.

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

N/A

This instrument prepared by:

Paula D. Kennon, Esq
Law and Land Title, LLC
P.O. Box 3150
Orange Beach, Alabama 36561
251-981-0940
24-0102

SPACE ABOVE THIS LINE FOR RECORDING DATA

STATE OF ALABAMA)
COUNTY OF MOBILE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Sunshine Hotels of Alabama LLC**, an **Alabama Limited Liability Company**, hereinafter called the "Grantor", for and in consideration of the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00) cash and other good valuable considerations to the said Grantor in hand paid by **Kanan Group LLC**, an Alabama limited liability company, hereinafter called the "Grantee" receipt of which is hereby acknowledged, does hereby GRANT, SELL, BARGAIN AND CONVEY unto the said Grantee, in fee simple, together with every contingent remainder and right of reversion, all that real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot A, of Travel Quarters Subdivision, as recorded in Map Book 91, Page 47, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Parcel ID Number: 29 -11- 36-0-007-004.002

Address: 1724 Michigan Avenue (Lot A), Lot "A", Mobile, AL 36605

And

Lot B, of Travel Quarters Subdivision, as recorded in Map Book 91, Page 47, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Parcel ID Number: 29 11 36 0 007 004.XXX

Address: 1724 Michigan Avenue (Lot B), Lot "B", Mobile, AL 36605

This conveyance is made by Grantor pursuant to an exchange agreement and assignment of purchase contract as part of an indirect tax-deferred exchange of real estate under I.R.C. Section 1031.

Conveyance of the above described property and all covenants and warranties of the GRANTOR hereunder (whether express, implied or statutory) is made and subject to the following:

1. All covenants, easements, reservations of record, zoning ordinances, taxes and assessments for the year 2024, and thereafter.
2. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
3. Zoning, if any, planning, subdivision regulations, and other ordinances, laws, restrictions or regulations upon the use or division of the land comprising the Subdivision as may be legally imposed by the County of Mobile, Alabama, any municipality in which the property may lie, the State of Alabama, or any other governmental authorities having jurisdiction over the land in the subdivision/property, which includes but is not limited to, any municipality which has placed subdivision rules and regulations of record, including any amendments and all documents located in the county or municipal offices or the owners' association, if applicable, in which the land is subject to which may not be recorded in the public records.
4. Subject to any and all covenants, conditions and restrictions appearing of record and any amendments thereto.

THE RECORDING references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantee, in fee simple, forever, and to the heirs and assigns of the Grantee, together with every contingent remainder and right of reversion.

Grantor, subject to any aforesaid exceptions and reservations, for itself or for its assigns and administrators, covenants, with Grantee, its administrators and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances; that it has a good right to sell and convey the same as aforesaid; and it will, and its assigns and administrators shall,

warrant and defend the same to Grantee, its, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this the 24th day of September, 2024.

Sunshine Hotels of Alabama, LLC, an Alabama limited liability company

Maya Devi Mallick Saujet
By: Maya Devi Mallick Saujet,
As its Member Representative

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Maya Devi Mallick Saujet, as member of Sunshine Hotels of Alabama LLC, an Alabama limited liability company, whose name is signed to the foregoing conveyance, and who is known to me and has acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such representative member and with full authority, executed the same voluntarily on the same bears date.

Given under my hand and seal this the 24th day of September, 2024.



A. Sheikh
Notary Public:
My Commission Expires: Feb 9, 2025

The following information is provided pursuant to Alabama Code §40-22-1:

Grantor's Name: Sunshine Hotels of Alabama LLC
Mailing Address: 9400 Culver Boulevard, Culver City, CA 90232
Grantee's Name: Kanan Group LLC
Mailing Address: 65 Cody Road North, Mobile, AL 36608
Property Address: 1724 Michigan Avenue (Lot A), Lot "A", Mobile, AL 36605

Date of Sale: September 25, 2024
Total Purchase Price: \$ 1,500,000.00
or
Actual Value \$
or
Assessor's Market Value: \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required).

☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other _____



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: December 15, 2025

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

Neighborhood Meeting Date: December 11, 2025

Neighborhood Meeting Time: 5:00 PM CST

Neighborhood Meeting Location: Bishop State Community College, SW Campus
925 Dauphin Island Parkway, Mobile, AL 36605, Classroom SW111

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: Paul McClendon
(First Name & Last Name)

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

X  Date: 12/12/25

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 NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:23

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:26

65 Cody Road N., Ste. E
Mobile, AL 36608

December 11, 2025.

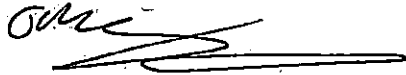
City of Mobile
Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Dear Ms. Beaco:

We, Kanan Group LLC, being owner of the property which is the subject of this rezoning application located at 1724 Michigan Avenue (Parcels 2911360007004.002 and 2911360007004.000, hereby authorize Mr. J. Paul McClendon of Larry E. Speaks & Associates, Inc. to act as the applicant in regards to this rezoning request.

Respectfully,

Omer Aljalal





Plan Submission Contact Information

Name of Project 1724 Michigan Avenue Travel Center
Address 1724 Michigan Avenue, Mobile, AL 36605

Owner Kanan Group LLC
Address 65 Cody Road, Mobile, AL Zip Code 36608
Phone (313) 721-1464 Fax _____ Email omer.aljalal@yahoo.com

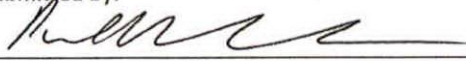
Authorized Agent J. Paul McClendon
Address 535 Herron Street, Montgomery, AL Zip Code 36104
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

Contractor _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Larry E. Speaks & Associates, Inc. (J. Paul McClendon)
Address 535 Herron Street, Montgomery, AL Zip Code 36104
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:


Signature

December 15, 2025

Date

J. Paul McClendon

Print

Larry E. Speaks & Associates, Inc.

Affiliation to project/Organization

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:28



Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622

**ADJACENT PROPERTY OWNERS
FOR
1724 MICHIGAN AVENUE
MOBILE, ALABAMA
KANAN GROUP, LLC
DECEMBER 11, 2025**

Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

AIRPORTS
BRIDGE DESIGN
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL PERMITS
HIGHWAY DESIGN
LAND DEVELOPMENT PLANNING & DESIGN
LAND USE STUDIES
MUNICIPAL WORKS
PARKS & RECREATION FACILITIES

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



SEWAGE COLLECTION, TREATMENT & DISPOSAL
SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

NOTICE OF NEIGHBORHOOD MEETING
November 21, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Larry E. Speaks & Associates will be submitting to the Mobile City Planning Commission:

1. Rezoning- Zoning change to rezone the property at 1724 Michigan Avenue from Neighborhood Business District (B-2) to Office Distribution (B-5).

The Neighborhood Meeting will be held at the following time, date and location:

5:00 pm on Thursday, December 11, 2025 at Bishop State Community College,
Southwest Campus, Classroom 111

You are receiving this notice because your property is located within 300 feet of 1724 Michigan Avenue, Mobile, 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(s), ask questions, and present your views.

Sincerely,

J. Paul McClendon
Larry E. Speaks & Associates, Inc.
535 Herron Street, Montgomery, AL 36104
pmcclendon@lespeaks.com

Neighborhood Meeting

Date: December 11, 2025

Time: 5:00 PM CST

Location of Neighborhood Meeting: BISHOP STATE

925 Dauphin Island Pkwy, Classroom 111

Project Location: 1724 MICHIGAN AVE

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

B-2 / B-5

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

X [Signature] Date: 12/11/25

Please Sign In:

Name: KARY LUCAS Email: Kary leroy lucas@yahoo.com
Address: 1660 HUETEL ST. Phone: (251) 222-0982

Name: Stewart Thames IV Email: stthames@magnardnorsen.com
Address: 1891 Ninth Street Phone: 251-438-7334

Name: Coach Marlon Email: Marlon777@gmail.com
Address: 1562 Robert E. Lee St Phone: 251 228 7055

Name: Bontarious Williams Email: ronwilliams112501@gmail.com
Address: 1707 Buck St, Phone: 863-20-8747

Neighborhood Meeting Sign-In Sheet

Date: 12/11/25
Applicant: Paul McClellan

Meeting Location: Bishop State CC.
Application(s): Rezoning

Name: Kanan group 4 inc Email: Omar, Ajjal@yahoo.com
Address: 1700 Michigan Ave mobile A1 Phone: 313-721146
36605

Name: Paul McClellan Email: pmcclellan@lespeaks.com
Address: 535 Hannon Street, Montgomery, AL 36104 Phone: (334) 262-1091

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

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Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____

Applicant: _____

Meeting Location: _____

Application(s): _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

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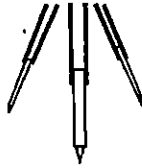
Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



AIRPORTS
BRIDGE DESIGN
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL PERMITS
HIGHWAY DESIGN
LAND DEVELOPMENT PLANNING & DESIGN
LAND USE STUDIES
MUNICIPAL WORKS
PARKS & RECREATION FACILITIES

SEWAGE COLLECTION, TREATMENT & DISPOSAL
SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

NEIGHBORHOOD MEETING

DATED: December 12, 2025

Project: Rezoning Request from B2 to B5 Zoning
1724 Michigan Avenue, Mobile, AL 36605
Owner: Kanan Group LLC
Meeting Time and Place: 5:00 PM, December 11, 2025
Bishop State Community College, SW Campus, Classroom 111
925 Dauphin Island Parkway, Mobile, AL36605

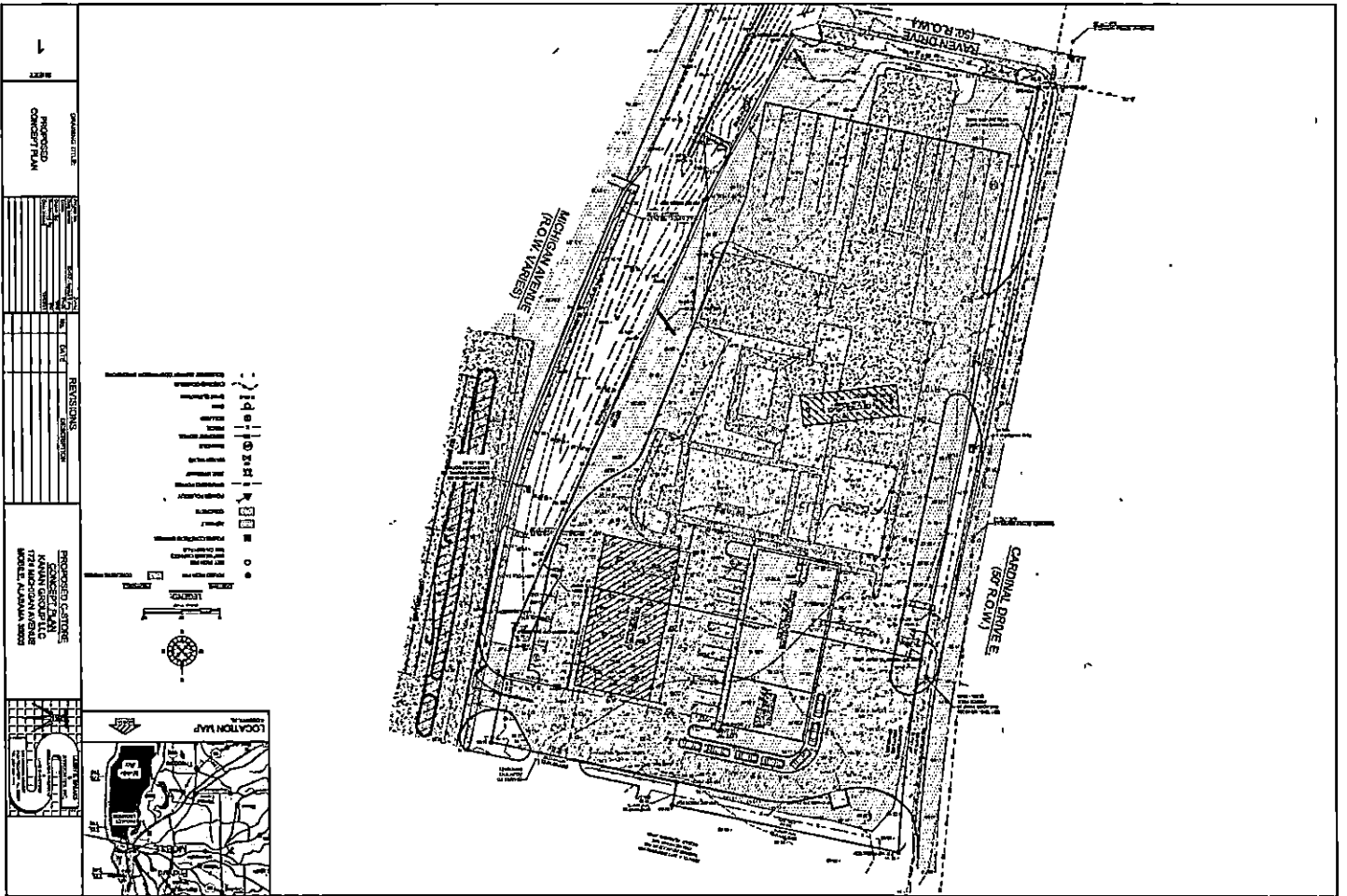
Items Discussed:

- An overview of the subject property to be rezoned from B2 to B5.
- The Concept Plan for the proposed Travel Center was discussed, along with the reason for the rezoning request (overnight truck parking).
- Discussions involving the eventual demolition of the C-Store located at the corner of Eagle Drive and Michigan Avenue was discussed. This demolition is not part of this project, but is planned by the Owner upon completion of this project..

Concerns Raised:

- There was significant discussion of the surrounding ongoing developments on Mobile Airport Authority property, as well as impacts to traffic routing due to these developments which are not a part of this project.
- Access to the site was questioned, but concerns were alleviated once it was communicated that all truck traffic would enter the site from Cardinal Drive only.
- Sight lighting and security– The project will meet the City of Mobile's requirements for security lighting.
- Overflow truck parking – The proposed digital sign for the project will indicate whether any truck parking spaces are available. Landscaping will be utilized to prevent trucks from parking outside of paved areas onsite.
- Aesthetics – Landscaping will meet the City of Mobile's requirements, and will be used to screen the fourteen (14) truck parking spaces from the view of Michigan Avenue.

END OF MEETING MINUTES



DRAWING TITLE	
PROPOSED	CONCEPT PLAN
DATE	NOV 11 2011
BY	W. J. W.
CHECKED BY	W. J. W.
APPROVED BY	W. J. W.
REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMITTING
2	ISSUED FOR PERMITTING
3	ISSUED FOR PERMITTING
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100	ISSUED FOR PERMITTING

Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622



Agenda Item # 08 ZON-UDC-003585-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

1724 Michigan Avenue

Applicant / Agent:

J. Paul McClendon, Larry E. Speaks & Associates, Inc.

Property Owner:

Omer Aljalal, Kanan Group, LLC

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-5

• **Note:**

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. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5



SITE HISTORY

The site was annexed into the City of Mobile in 1915 and was identified as a residential district on the 1934 zoning map. With adoption of the 1955 Zoning Ordinance, the property was assigned a C-1, Neighborhood Business District zoning classification. Upon adoption of the 1967 Zoning Ordinance, the site was rezoned to B-2, Neighborhood Business District, a designation it has retained through adoption of the Unified Development Code in 2023.

Subdivision of the property into two (2) lots was approved by the Planning Commission in May 2000, the plat for which was recorded in the Mobile County Probate Court in April 2001.

In May 2015, the Planning Commission approved a resubdivision to modify an interior lot line between the two lots created by the 2000 subdivision, along with a Planned Unit Development (PUD) to allow shared access between the lots. Both approvals expired after one (1) year, as the plat was not signed or recorded and no permits were issued for the associated PUD development.

The site is currently undeveloped, and there are no other Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

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 access along Michigan Avenue will be limited to single driveway with left/right ingress and right-only egress. 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:

The applicant requests rezoning of the subject property from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District, to allow redevelopment of the site as a truck stop serving the Michigan Avenue and Interstate-10 corridors. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is adjacent to properties zoned B-2, Neighborhood Business Suburban District, to the north and R-3, Multi-Family Residential Suburban District, to the east, south, and west. The Mobile Airport Authority, which is exempt from municipal zoning regulations, intends to redevelop the R-3-zoned properties to the west for light industrial uses related to warehousing and distribution in support of expanding aviation-related activity. While

zoning does not apply to Airport Authority property, staff notes that, if zoning *were* applicable, a B-5 designation would be appropriate to support the anticipated industrial and logistics-oriented use of that site. Given this redevelopment context, the requested B-5 zoning for the subject property is compatible with surrounding land use trends. The area is transitioning from residential development toward institutional and industrial uses, including airport-related operations and logistics activity. The site's location near the Michigan Avenue and Interstate-10 interchange further supports a truck-oriented use intended to serve regional and interstate travel.

The Map for Mobile Comprehensive Plan identifies the Michigan Avenue Corridor as an economic development priority area and designates the subject property's future land use as Institutional. Although B-5 is a commercial zoning classification, the proposed rezoning would generally be consistent with the Plan's goals and policies, as the proposed use would support the corridor's institutional and industrial function by accommodating interstate-oriented traffic and associated activity.

The conceptual site plan depicts a truck stop consisting of a convenience store, two (2) fuel canopies, standard off-street customer parking, and parking for large vehicles, including tractor trailers. The Unified Development Code (UDC) defines a truck stop as a facility primarily intended for the sale of fuel for trucks, including incidental service or repair, and which may include associated eating, sleeping, or truck parking facilities for vehicles exceeding fourteen thousand (14,000) pounds gross weight.

The truck stop is proposed to be developed across two (2) lots. Cross access between the subject site and the adjacent property to the North is also proposed. As such, if the rezoning is approved, easements must be established to facilitate cross access, in compliance with Article 3, Section 64-3-4.B.1.(a) of the UDC. The associated legal instruments, once finalized and recorded, must be referenced on all site plans where cross access is depicted.

The site has frontage along Michigan Avenue, Raven Drive, and Cardinal Drive East. The conceptual plan shows a right-in/right-out driveway on Michigan Avenue and two (2) two-way driveways on Cardinal Drive East, with no access proposed from Raven Drive. Any future development of the site will be required to comply with the applicable provisions of Article 3 of the UDC. Such compliance must be illustrated on all applicable site plans submitted for review of the associated development permit(s).

Any signage proposed for the site is required to comply with the UDC and must be permitted separately through the Planning and Zoning Department.

Overall, the requested rezoning to B-5 appears to support the area's evolving land use pattern, advances economic development objectives along the Michigan Avenue and Interstate-10 corridors, and facilitates redevelopment of a vacant and underutilized property. The proposal accommodates transportation-related services in proximity to major roadway facilities and aligns with the long-term transition of the area toward institutional and industrial land uses.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is 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 with 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.

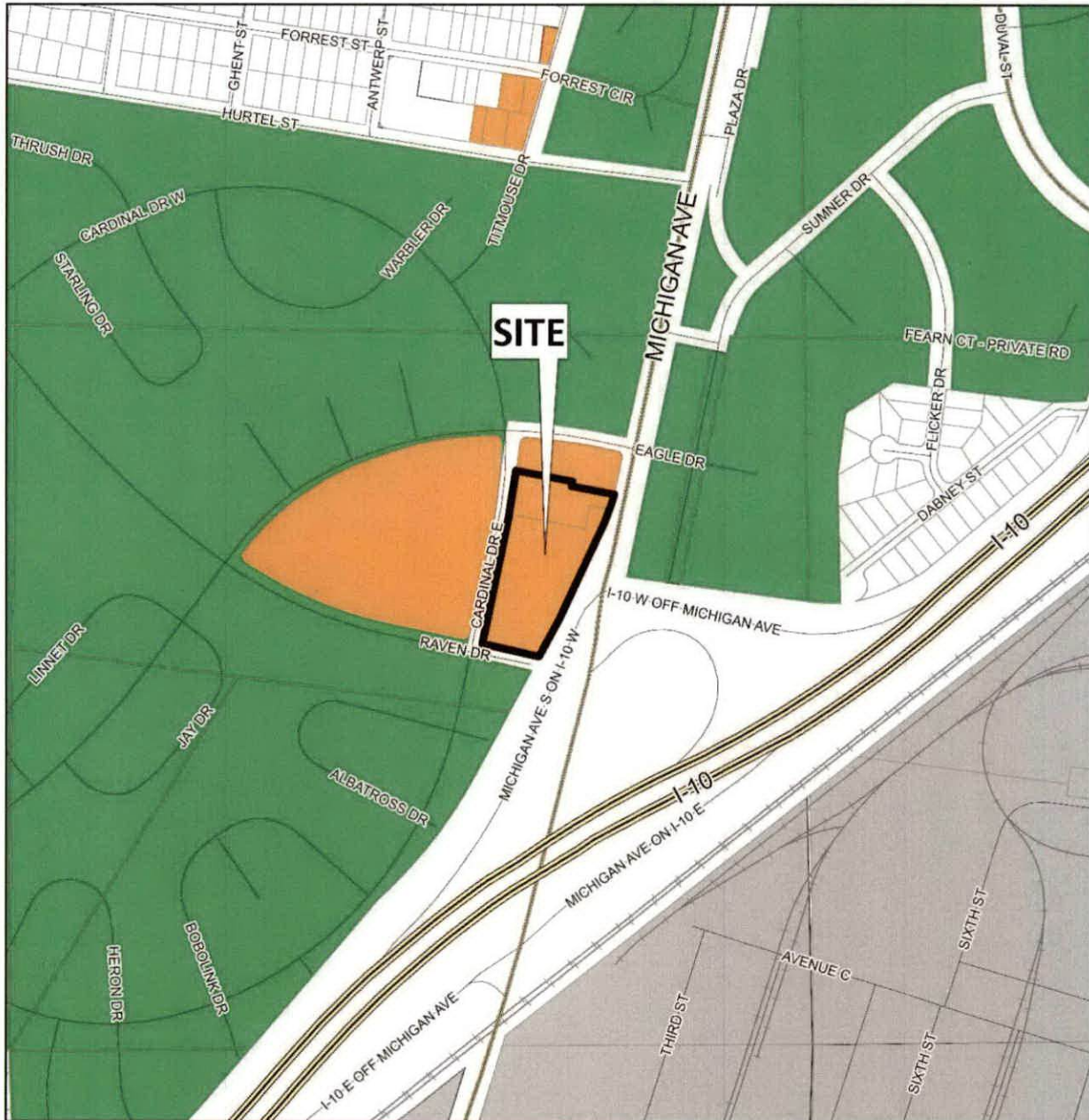
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-5, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

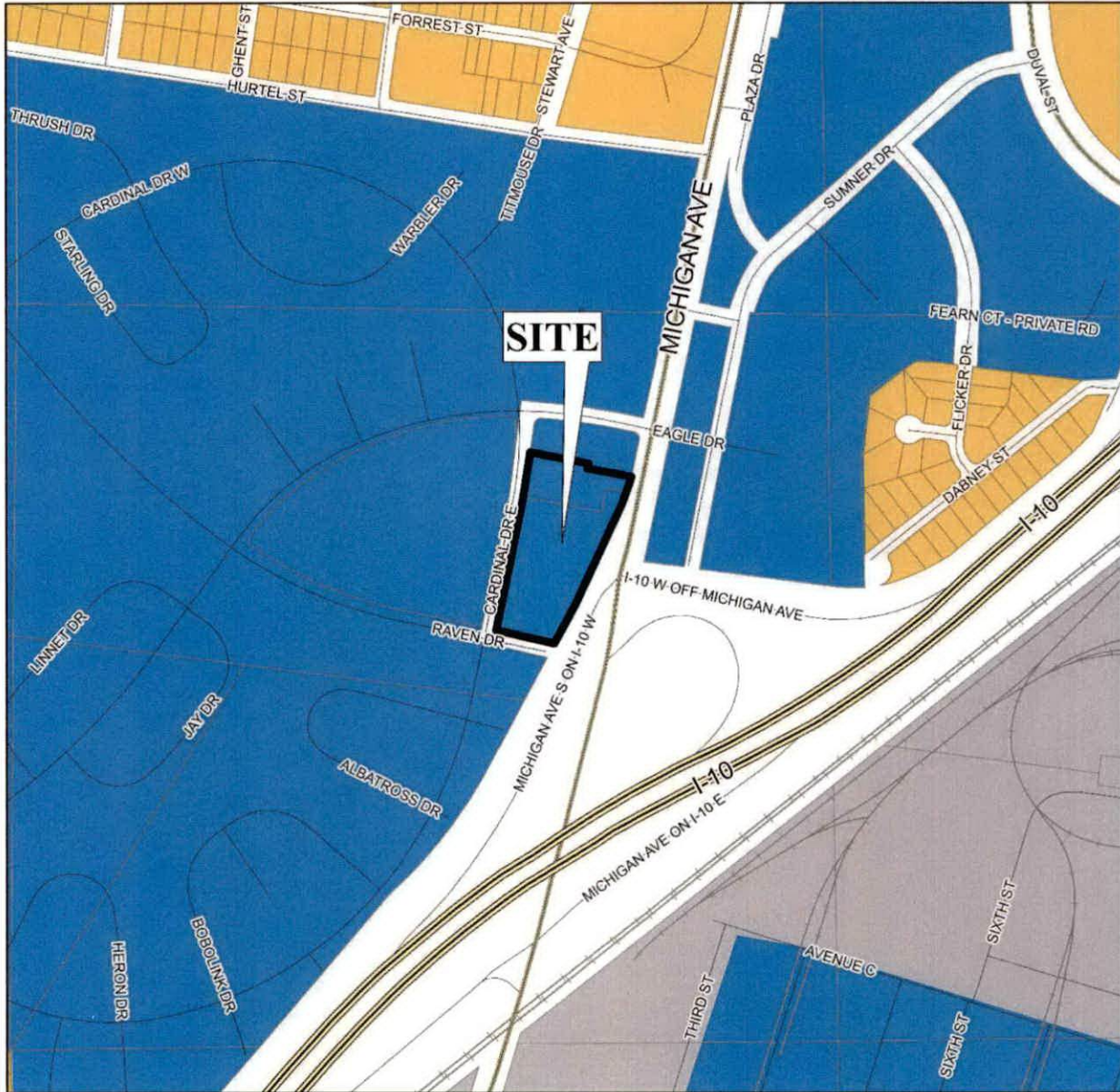
LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE January 15, 2026

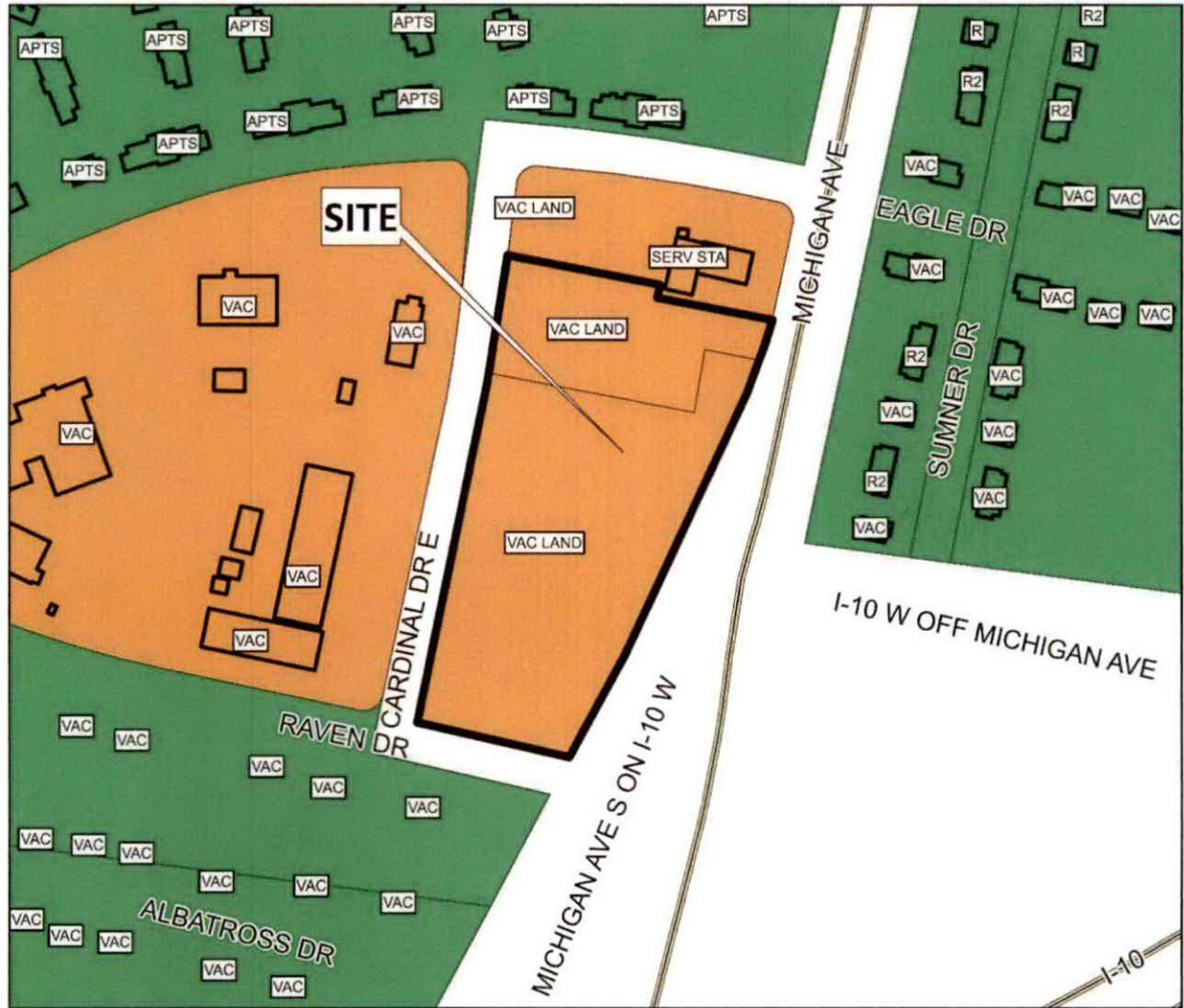
APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.

REQUEST Rezoning from B-2 to B-5

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

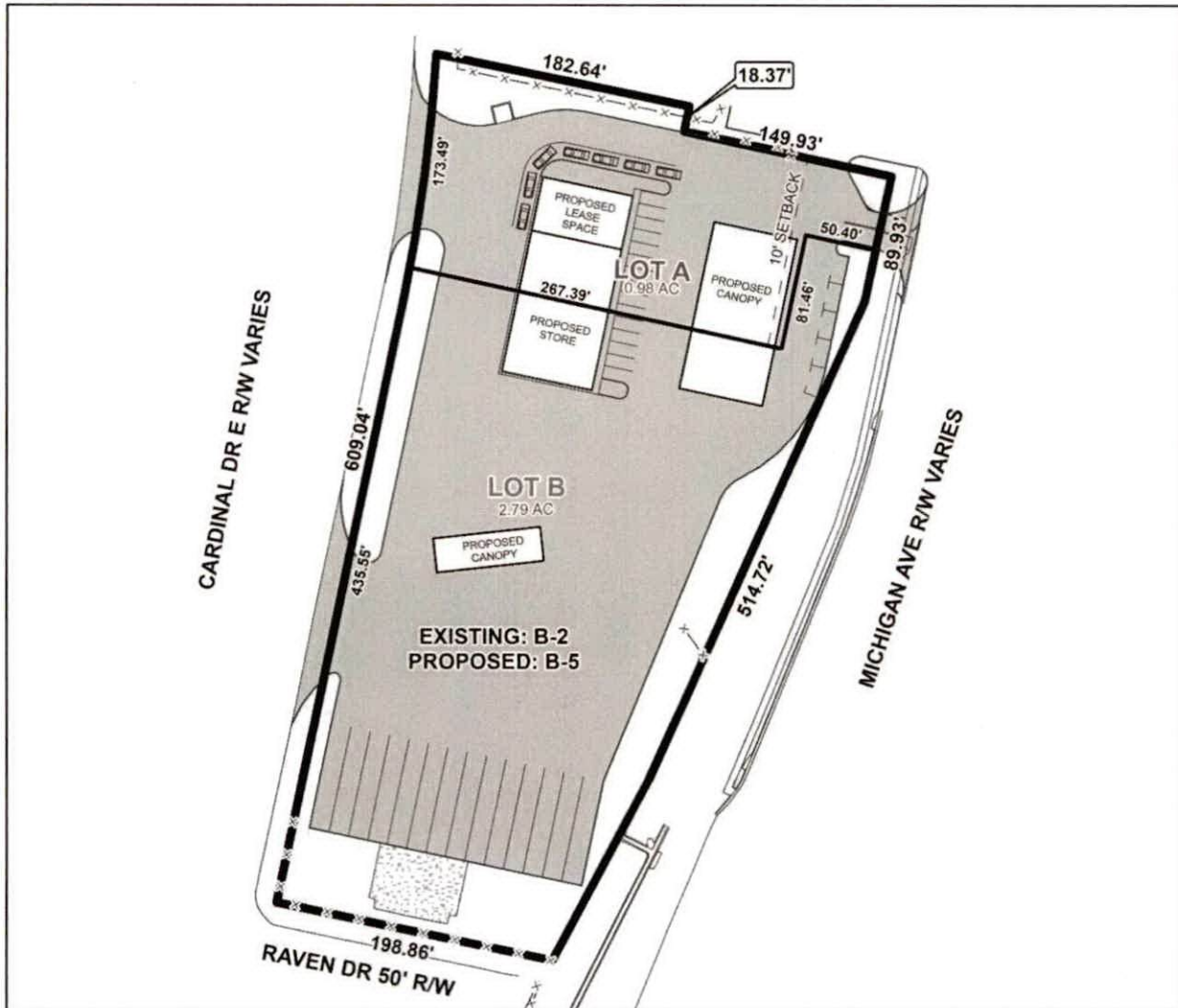
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R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, parking, and proposed zoning.

APPLICATION NUMBER 8 DATE January 15, 2026
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 REQUEST Rezoning from B-2 to B-5



FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

Zoning district is appropriate to implement the future land use category.																													
US Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.																													
Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.																													
Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)																													
	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)																													
MIXED DENSITY RESIDENTIAL (MDR)																													
DOWNTOWN (DT)																													
DISTRICT CENTER (DC)																													
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)																													
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)																													
TRADITIONAL CORRIDOR (TC)																													
MIXED COMMERCIAL CORRIDOR (MCC)																													
LIGHT INDUSTRIAL (LI)																													
HEAVY INDUSTRY (HI)																													
INSTITUTIONAL LAND USE (INS)																													
PARKS & OPEN SPACE (POS)																													
WATER DEPENDENT USES (WDWRU)																													

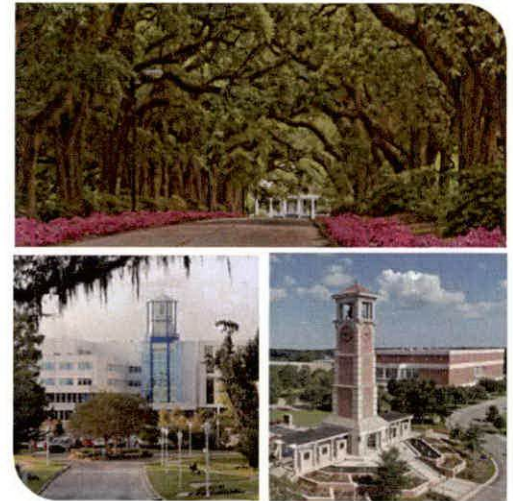
INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example



PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example

